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Document Coversheet

Document Description: N68936-01-D-0037 CONTRACT

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Please direct inquiries regarding this document to:
Commander (Code K00000D FOIA)
Naval Air Warfare Center Weapons Division
1 Administration Circle Stop 1009
China Lake, CA 93555-6100.

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-81		PAGE OF PAGES 1 40	
2. CONTRACT (Proc. Inst. Ident.) NO. N68936-01-D-0037		3. EFFECTIVE DATE 20010726		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. N60530-0290-CYBC			
5. ISSUED BY CDR NAWCWD CODE 210000D ATTN: S. LAMBERT (760) 939-7652 1 ADMIN CIR, BLDG 982 CHINA LAKE CA 93555-5100		CODE N68936		6. ADMINISTERED BY (If other than Item 5) DCM BALTIMORE 217 E. REDWOOD, SUITE 1800 BALTIMORE MD 21202-5299		CODE S2101A	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) THE SURVICE ENGINEERING COMPANY JAMES B. FOULK SURVICE ENGINEERING COMPANY 1003 OLD PHILADELPHIA ROAD SUITE 103 ABERDEEN MD 21001-4011				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM	
CODE 7T988		FACILITY CODE		12. PAYMENT WILL BE MADE BY DPAS - CLEVELAND CENTER SAN DIEGO 4181 RUFFIN ROAD SAN DIEGO CA 92123-1819		CODE N88088	
11. SHIP TO/MARK FOR SEE SCHEDULE		CODE					
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(e)()				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO.	15B. SUPPLIES/SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT						\$14,244,286.00	
16. TABLE OF CONTENTS							
(X) SEC.	DESCRIPTION		PAGE(S)	(X) SEC.	DESCRIPTION		PAGE(S)
PART I - THE SCHEDULE							
X	A	SOLICITATION/ CONTRACT FORM	2	X	I	CONTRACT CLAUSES	35
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT	9	X	J	LIST OF ATTACHMENTS	40
X	D	PACKAGING AND MARKING	19	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	20	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	21	L	INSTRS. CONDS. AND NOTICES TO OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	24	M	EVALUATION FACTORS FOR AWARD		
X	H	SPECIAL CONTRACT REQUIREMENTS	27				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. (X) CONTRACTOR'S NEGOTIATED AGREEMENT (document and return copies to issuing office) Contractor is required to sign this offer or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, (c) any and (d) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. () AWARD (Contractor is not required to sign this document) Your offer on Solicitation Number N68936-01-R-0017-0002 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print) James B. Foulk, President				20A. NAME AND TITLE OF CONTRACTING OFFICER Diane E. Foucher CONTRACTING OFFICER			
19B. NAME OF CONTRACTOR BY James B. Foulk (Signature of person authorized to sign)		19C. DATE SIGNED 7/26/01		20B. UNITED STATES OF AMERICA BY Diane E. Foucher (Signature of Contracting Officer)		20C. DATE SIGNED 7/26/01	

SECTION A Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

FOR YOUR INFORMATION: The following addresses and point of contacts are provided:

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CHINA LAKE, CA 93555-6100

SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Air Weapons Systems Survivability Analysis Support		Lot		\$
	CPFF - The contractor shall provide air weapons systems survivability and systems level analysis services to supplement the capabilities of the Naval Air Warfare Center Weapons Division (NAWCWD) Survivability, Systems Safety, Reliability and Maintainability, and Manufacturing Engineering Divisions in accordance with the Statement of Work contained in section C.				
	PURCHASE REQUEST NUMBER N60530-0290-CYBC				

ESTIMATED COST	{ b (4) }
FIXED FEE	
TOTAL EST COST + FEE	
	\$14,244,286.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	FFP - Data in accordance with DD Form 1423, Contracts Data Requirements List, Exhibit A.			\$	\$ NSP

CLAUSES INCORPORATED BY FULL TEXT

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this 5-year contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

MINIMUM	MAXIMUM
AMOUNT	AMOUNT
\$500,000.00	\$14,244,286.00

TEXT**PERSONNEL QUALIFICATIONS****(a) GENERAL QUALIFICATIONS**

The contractor employees assigned in the following labor classifications shall comply with the following category descriptions. All Key Personnel shall have Security Clearance at the Secret level, and may require Top Secret.

(b) PROFESSIONAL POSITION QUALIFICATION For senior positions an advanced degree in a relevant field is strongly recommended. Other professionals are expected to have a Bachelor's Degree in Computer Sciences, Mathematics, Physics, Engineering, or related discipline from an accredited college or university. Consideration shall be given to waiving requirements for a college degree if information supplied by the Contractor clearly shows evidence of training and relevant experience equivalent to the required degree. This determination shall be made by the Contracting Officer's Representative.

(1) PROGRAM MANAGER (Key Personnel) Must be recognized as an expert in air weapon systems survivability, lethality, vulnerability, susceptibility, and/or mission effectiveness analysis, must be an authority and recognized leader with expertise or contributions which may include new designs, techniques, or publications which are regarded as major advances in the field. Must have demonstrated experience in a relevant management position.

(2) SENIOR SURVIVABILITY ANALYST (Key Personnel) Must be recognized as an expert in designing and conducting studies of considerable scope and complexity in air weapon system survivability, lethality, susceptibility, and/or mission effectiveness and operations analysis, and addressing problems that are difficult to define, require unconventional or novel approaches, and require sophisticated analytical techniques. Demonstrated capabilities include expertise or contributions of new designs or techniques either of which are of material significance in solution of important problems in the technical areas. Must have supervised or directed major survivability or effectiveness effort(s) and demonstrated technical management and leadership qualities and capabilities.

(3) SENIOR SYSTEMS ANALYST (Key Personnel) Must be recognized as an expert in systems analysis and design techniques for complex hardware/software systems development and applying new technology. Demonstrated capabilities include expertise or contributions of new designs or techniques either of which are of material significance in solution of important problems in the technical areas. Must have experience with air weapon systems survivability, lethality, vulnerability, susceptibility, and/or mission effectiveness analysis, and with graphics, C, C++, and FORTRAN language programming, and UNIX operating systems. Must have supervised or directed major programming or systems analysis effort(s) and demonstrated management and leadership qualities and capabilities.

(4) SENIOR SCIENTIFIC PROGRAMMER (Key Personnel) Must be recognized as an expert in programming procedures for complex programs, redesign of programs, investigations and analysis of feasibility of program requirements and programming specification development. Demonstrated capabilities include expertise or contributions of new designs or techniques either of which are of material significance in solution of important problems in the technical areas. Must have experience with air weapon systems survivability, lethality, vulnerability, susceptibility, mission effectiveness analysis, and with graphics, C, C++, and FORTRAN language programming, and UNIX operating systems. Must have supervised or directed major programming or systems analysis effort(s) and demonstrated management and leadership qualities and capabilities.

(5) SURVIVABILITY ANALYST Must have experience in the design and conduct of complex or novel studies which require the development of new or improved techniques and procedures in air weapon system survivability, lethality, susceptibility, and/or mission effectiveness and/or operations analysis. Must have experience with the appropriate analysis software tools.

(6) SYSTEMS ANALYST Must have experience in the application of systems analysis and design techniques to computer software/hardware systems for air weapon systems survivability, lethality, vulnerability, susceptibility, and/or mission effectiveness. Must have competence in all phases of systems analysis techniques, concepts and methods and

knowledge of available systems software and computer equipment. Must have experience with graphics, C, C++, and FORTRAN language programming and UNIX operating system.

(7) SCIENTIFIC PROGRAMMER Must have experience as a fully qualified computer programmer in applying standard programming procedures to air weapon systems survivability, lethality, vulnerability, susceptibility, and/or mission effectiveness analyses, and experience with graphics, C, C++, and FORTRAN language programming, and UNIX operating systems.

(8) JUNIOR SURVIVABILITY ANALYST Must have training in the routine application of standard techniques and procedures in the design and accomplishment of studies in air weapon system survivability, lethality, susceptibility, and/or mission effectiveness and operations analysis. Must have training with the appropriate analysis software tools.

(9) JUNIOR ANALYST Must have programming training including graphics in a UNIX, C, C++ and/or FORTRAN environment for computer software/hardware systems design and/or development and experience with air weapon systems survivability, lethality, vulnerability, susceptibility, and/or mission effectiveness analyses.

(10) JUNIOR PROGRAMMER Must have training as a computer programmer in applying standard programming procedures.

(11) WORD PROCESSOR Requires both a comprehensive knowledge of word processing software applications and office practices and a high degree of skill in applying software functions to prepare complex and detailed documents. For example, processes complex and lengthy technical reports which include tables, graphs, charts, or multiple columns. Uses either different word processing packages or many different style macros or special command functions.

TEXT

FORWARD PRICING/BIDDING RATES AGREEMENT

(a) The Government and the Contractor shall negotiate and agree upon forward pricing/ bidding rates for each labor category, overhead account and G&A account. This Agreement shall form the basis for estimating individual delivery orders placed under this contract and for establishing interim overhead and G&A billing rates. Labor costs will be billed at current actual rates. The forward Pricing/Bidding Rate Agreement shall not be adjusted more frequently than every six (6) months for labor rates and three (3) months for overhead and G&A rates for Year 2 through Year 5. However, see clause below entitled "Limitation of Indirect Rates - Year 1."

(b) Based on the Contractor's fiscal year, the Contractor shall compute variances in overhead and G&A rates and apply them to the individual delivery orders on which work was performed during the period. This computation of variances shall be done at least on an annual basis and may be done on a quarterly or semiannual basis. This provision does not change the requirements on paragraphs (d) through (j) of the General Provision clause FAR 52.216-7, "Allowable Cost and Payment."

(c) In the event it becomes necessary to change the establishing rates for labor, the Contractor shall submit a proposal, along with the necessary support documentation, to the PCO and DCAA. As part of the support documentation, the Contractor shall submit current wage rates reflected in nationally recognized wage surveys for the affected job classifications. In addition, the Contractor must submit evidence of an inability to hire and retain personnel with the qualification required for this contract, such as advertisements for which there were no responses, documented refusals to accept a job based on salary offered, etc.

(d) Upon agreement between the PCO and the Contractor as to the revised rates and signature of both parties on the amended agreement, the new rates will become effective as of the first of the Contractor's first full accounting period following the date of signature. However, if the PCO determines that the current rates are still valid, no adjustments will be made and the Contractor shall be so notified. In the event no agreement can be reached concerning revision of rates, the then current rates will remain in effect until additional information supporting a change is provided.

(e) All rates established in accordance with this clause are considered to be provisional, subject to final audit by DCAA, and any subsequent negotiations between the Contractor and the Government.

(f) The purpose of this clause is to augment FAR 52.216-7, "Allowable Cost and Payment," contained in Section I. In the event of any conflict between this clause and FAR 52.216-7, the FAR clause 52.216-7 shall take precedence.

(g) Changes in labor rates as a result of revised Forward Pricing/Bidding Rate Agreement shall not affect the overhead, G&A, or fee rates of this contract.

(h) However, if such changes affect the cost and base pools of the contract, a separate but parallel proposal will be submitted.

(I) the provisions of this clause are not subject to the "Disputes" clause.

TEXT

INDIRECT LABOR VERSUS DIRECT LABOR

The estimated level of effort for this contract is for direct labor only. The Contractor shall therefore institute and maintain an automated cost accounting system that records and reports labor expenditures as being either direct or indirect. The allocation of labor expenditures to direct labor costs, based on the use of pro rata formulas or pools, is expressly prohibited. Such indirect labor costs as attributed to any supervisors, receptionists, couriers, reproduction, unassigned personnel and the like shall be either absorbed in overhead or shown as other direct costs, whichever method is consistent with the Contractor's accounting system. Management functions will not be charged to direct unless a manager is working in a technical capacity on an individual Delivery Order. Modification to the contract to change such indirect hours as supervisors to direct hours will not be accomplished without the specific written authorization of the Procuring Contracting Officer and the written concurrence of the responsible DCAA Representative.

5252.232-9510 PAYMENT OF FIXED FEE (NAVAIR) (MAR 1999)

(a) The fixed fee, as specified in Section B of this contract, subject to any adjustment required by other clauses of this contract, will be paid in installments. The fixed fee will be paid not more frequently than once every two weeks based on the allowable cost. The amount of each such installment shall be in the same ratio to the total fixed fee as the net direct labor hours expended during the installment period is to direct labor hours specified in the clause entitled "Level of Effort. Payment shall be made in accordance with FAR Clauses 52.216-7, "Allowable Cost and Payment", and 52.216-8, "Fixed Fee".

(b) In the event of discontinuance of the work in accordance with the FAR Clause 52.232-22, "Limitation of Funds", the fixed fee shall be redetermined by mutual agreement equitably to reflect the reduction of the work performed. The amount by which such fixed fee is less than or exceeds payments previously made on account of fee, shall be paid to (or repaid by) the contractor.

(c) The balance of the fixed fee shall be payable in accordance with other clauses of this contract.

(d) For indefinite delivery type contracts the terms of this clause apply to each delivery order thereunder.

B-NSTD-01 LEVEL OF EFFORT (COST PLUS FIXED FEE) (JAN 1992) (NAVSUP)

(a) The level of effort estimated to be ordered during the term of this contract is 149,000 man-hours of direct labor, including authorized subcontract labor, if any. The total level of effort is expected to occur over the contract term and is not limited to the hours per year or per labor category shown below. The estimated composition of the total man-hours of direct labor by classification is as follows:

LABOR CATEGORY	MAN-HOURS YEAR 1	MAN-HOURS YEAR 2	MAN HOURS YEAR 3	MAN HOURS YEAR 4	MAN HOURS YEAR 5
Program Manager	400	400	400	400	400
Senior Systems Analyst	3,500	3,500	3,500	3,500	3,500
Systems Analyst	3,500	3,500	3,500	5,250	5,250
Junior Analyst	1,750	1,750	1,750	1,750	1,750
Sr. Survivability Analyst	5,250	5,250	5,250	5,250	5,250
Survivability Analyst	1,750	1,750	1,750	3,500	3,500
Jr. Survivability Analyst	1,750	1,750	1,750	1,750	1,750
Sr. Scientific Programmer	3,500	3,500	3,500	3,500	3,500
Scientific Programmer	3,500	3,500	3,500	3,500	3,500

Junior Programmer	1,750	1,750	1,750	1,750	1,750
Word Processor	1,750	1,750	1,750	1,750	1,750
Total Per Year	28,400	28,400	28,400	31,900	31,900

(b) In performing a delivery order, the contractor may use any combination of hours of the labor categories listed in the delivery order.

(c) Either the "Limitation of Cost" or the "Limitation of Funds" clause, depending upon whether the order is fully funded, applies to each order under this contract and nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either the "Limitation of Cost" or the "Limitation of Funds" clause.

(d) The contractor shall notify the contracting officer immediately in writing whenever there is reason to believe that:

(1) The level of effort the contractor expects to incur under any order in the next sixty (60) days, when added to the level of effort previously expended in the performance of that order, will exceed 75% of the level of effort established for that order; or

(2) The level of effort required to perform a particular order will be greater than the level of effort established for that order. As part of the notification, the contractor shall provide the contracting officer a revised estimate of the level of effort required to perform the order. As part of the notification, the contractor shall also submit a proposal for equitable adjustment to the estimated cost and fixed fee that would cover the increase level of effort. Any such upward adjustment shall be prospective only (i.e., will apply only to effort expended after a modification (if any) is issued). However, whether an increase in fixed fee is appropriate shall depend on the circumstances involved, and, except as otherwise provided in the contract, shall be entirely within the discretion of the contracting officer.

(e) Within thirty (30) days after completion of the work under each delivery order, the contractor shall submit the following information directly, in writing, to the ordering officer, the contracting officer's technical representative and the Defense Contracting Audit Agency to which vouchers are submitted.

(1) The total number of man-hours of direct labor, including any subcontract labor expended.

(2) A breakdown of this total showing the number of man-hours expended in each direct labor classification listed in the delivery order schedule, including the identification of key employees utilized.

(3) The contractor's estimate of the total allowable cost incurred under the delivery order.

(4) In the case of a cost underrun, the amount by which the estimated cost of the delivery order may be reduced to recover the excess funds.

(f) In the event that less than 100% of the estimated level of effort for this basic contract is expended; or if said level of effort has been previously revised upward, of the fee bearing portion of the additional hours by which the level of effort was last increased; or is actually expended by the completion date of the contract, the Government shall have the option of:

(1) Requiring the contractor to continue performance, subject to the provision of the "Limitation of Cost" clause, or as applicable, the "Limitation of Funds" clause, until the effort expended equals 100% of the original level of effort or of the fee bearing portion of the last upward revision; or

(2) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than 100% of the original level of effort or the fee bearing portion of the last upward revision.

(g) In the event that the incurred level of effort exceeds 3% of the delivery order requirement, but does not exceed the estimated cost of the contract, the contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the ceiling cost. The contractor shall not be paid a fixed fee, however, on the level of effort in excess of 100% without complying with paragraph (d) above. This understanding does not supersede or change subsection (d) above, whereby the contractor and Government may agree on a change to the delivery order level of effort with an equitable adjustment of both the cost and fee. Further, the contractor shall not exceed 100% of the total level of effort specified in the basic contract.

B-NSTD-07 PAYMENT OF FIXED FEE

Subject to the withholding provisions of the clause at FAR 52.216-8, Fixed Fee, the fixed fee specified shall be paid at the rate of 6(4) per direct labor hour for the prime contractor and core subcontractor(s) listed below expended during each vouchering period; provided, however, that the total fee payable shall not exceed the fee established in the delivery orders or the contract, whichever is lower.

Prime: SURVICE Engineering Company

Core Subcontractor: ~~SRS~~ Technologies

SECTION C Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

STATEMENT OF WORK
FOR
AIR WEAPONS SYSTEMS SURVIVABILITY ANALYSIS SUPPORT
13 February, 2001

1.0 SCOPE**1.1 PURPOSE**

The purpose of this contract is to provide air weapons systems survivability and systems level analysis services to supplement the capabilities of the Naval Air Warfare Center (NAWC). Elements of contract support include: (1) air weapon survivability and lethality analysis; (2) survivability simulations; systems analysis; survivability systems engineering analysis; development and support; and (3) the documentation inherent in the engineering or analysis process.

1.2 BACKGROUND

The NAWC organization is responsible for providing survivability analysis, testing and product assurance support to Integrated Product Teams (IPT's) for Naval aviation aircraft and weapons systems operating in a non-nuclear threat environment. As such they support both Navy and Tri-Service Programs for aircraft and air weapon systems survivability, lethality, vulnerability, susceptibility, mission effectiveness, and battle damage reparability design, analysis and test efforts. NAWC Weapons Division (WD) also provides cognizance over live-fire testing of air weapon systems, including fixed wing and rotary aircraft, unmanned air vehicles, and missiles and/or ordnance that are air, surface, or subsurface launched. Also included are the integral components and subsystems of these platforms, and their operational support systems. Air weapon systems are evaluated in air and surface environments against air, surface, and/or subsurface launched threats. Threats encompass conventional, chemical, and directed energy weapons. Because simulation includes threat encounters while on the surface as well as in the air, operational support facilities and related systems are considered. Elements of the mission accomplished by NAWC are: (1) advancing the state-of-the-art for the survivability and lethality disciplines; (2) providing survivability evaluation of new concepts and engineering change proposals for existing air weapon systems; (3) acting as the Navy lead for weapons lethality evaluation; (4) managing and operating the Weapons Survivability Laboratory; (5) conducting Office of the Secretary of Defense (OSD) sponsored joint tests; (6) acting as the NAWCWD live fire test focal point; (7) acting as the Navy lead for survivability model and simulation (M&S) verification, validation and accreditation (VV&A), and (8) providing product assurance engineering analysis and testing.

1.3 DESCRIPTION OF WORK

Work to be performed includes: analysis, use of models and simulations, documentation of analytical results and methods, model and simulation development, validation, verification and documentation, and simulation systems and software support management. This statement of work encompasses the following general requirements: (1) vulnerability and safety analysis, (2) susceptibility analysis (3) survivability analysis (4) lethality analysis, (5) mission effectiveness analysis, (6) cost and operational effectiveness analysis, (7) analysis of alternative studies, (8) air-vehicle battle damage repair analysis, (9) analytical and test data acquisition and reduction, (10) test and analytical data review, (11) assessment of analytical estimates, (12) assessment of test results on targets survivability estimates including proposed design changes to enhance survivability, (13) test

planning and reporting for ballistic systems tests, (14) test planning and reporting for susceptibility tests, (15) simulation development, enhancement, operation, maintenance and related support, (16) model and simulation verification, validation and accreditation, and (17) system safety.

1.4 ORGANIZATIONAL CONFLICT OF INTEREST

The organizational conflicts of interest restrictions per clause 5252.209-9510 apply to development or manufacturing of air vehicles or components including:

- A) Air vehicles include fixed wing, rotary wing, and hybrid configurations of military aircraft, surface, sub-surface, and air launched missiles, and unmanned aerial vehicles,
- B) Aircraft components including, but not limited to airframe, avionics, propulsion, fuel systems, flight control systems, crew stations, and armament systems,
- C) Missile components include fuze, warhead, guidance, propulsion, air frame, and software systems.

2.0 APPLICABLE DOCUMENTS

The following specifications, standards, and handbooks form a guideline and information for the performance of this statement of work.

2.1 Government Documents

MILITARY STANDARDS

MIL-STD-2069 Requirements for Aircraft Non-nuclear Survivability Program (24 Aug 81)

OTHER GOVERNMENT DOCUMENTS

NAVAIRINST 13040.1 Naval Air Combat Survivability Program (10 Aug 89)

MIL-HDBK-336-1 Survivability, Aircraft, Nonnuclear, General Criteria – Volume 1 (25 Oct 82)

MIL-HDBK-336-2 Survivability, Aircraft, Nonnuclear, Airframe – Volume 2 (26 Aug 83)

MIL-HDBK-336-3 Survivability, Aircraft, Nonnuclear, Engine – Volume 3 (4 Feb 83)

MIL-HDBK-336-4 Survivability, Aircraft, Nonnuclear, General Classified (U) – Volume 4
(5 Apr 85) (SECRET)

JTCG/AS-SM-95-011 Accreditation Support Packages (ASP) Document Description

JTCG/AS-95-M-005 Configuration Management Requirements Study

OTHER PUBLICATIONS

Robert E. Ball, The Fundamentals of Aircraft Combat Survivability Analysis and Design, (New York: American Institute of Aeronautics and Astronautics, 1985)

3.0 REQUIREMENTS

The following table provides examples of the simulation software used at the Naval Air Warfare Center, Weapons Division. Most simulations operate in a UNIX environment on either PC or Silicon Graphics workstations, while other simulations operate in a Windows environment on PC workstations. The contractor shall provide capability to run, and expertise in the use of the simulations listed as well as others available from

the greater DOD survivability community. The contractor shall also be familiar with the functions and services performed by and available from the DOD/Survivability/Vulnerability Information Analysis Center (SURVIAC).

Geometric Model	AAM	Flight Path	HEL	LEL
FASTGEN	TRAP	BLUEMAX	LTM	LELAWS
Vulnerability	Fuzing Guns	Endgame	SAM	
COVART	GTD	MECA	ESAMS/IMARS	
HEVART	AOTD RADGUNS	JSEM	DISAMS	
Detection & Tracking	Counter Measures	M on N Air to Air	M on N Surface to Air	Signature Prediction
ALARM	RADGUNS	BRAWLER	DIME	SPIRITS
RADSIM	ESAMS	AASPEM	SUPPRESSOR	MCPTD
AIRADE		HELIPAC		XPATCH

3.1 ANALYSIS OF AIR WEAPON SYSTEMS

The contractor shall perform analysis of air weapon systems. The contractor shall provide the capability to perform analysis of Navy and Tri-Service air weapon systems including aircraft of all types, unmanned air vehicles, missiles and/or ordnance that is air, surface, or subsurface launched. The analysis shall combine the results of any or all of the following elements: vulnerability analysis, susceptibility analysis, survivability analysis, lethality analysis, safety analysis, specification development, tradeoff analysis, mission effectiveness, cost and operational effectiveness analysis, analysis of alternatives, data acquisition and reduction, and air-vehicle battle damage repair.

3.1.1 VULNERABILITY AND SAFETY ANALYSIS

The contractor shall perform vulnerability and safety analysis of air vehicles including: Fault Tree Analysis, Failure Mode Effects and Criticality Analysis (FMECA), Damage Mode and Effects Analysis (DMEA), Geometric Model Development, Vulnerability Index Development, and Vulnerability to Directed Energy Weapons (DEW).

3.1.1.1 The contractor shall develop vulnerability indices for air vehicles. These analyses may make use of existing computer codes (such as COVART, HEVART, QRV, and HEIVAM), which may require development of new codes, or they may require analysis without benefit of computer techniques.

3.1.1.2 For fault tree analysis, the contractor shall acquire detailed system schematics, fault trees and disablement diagrams, tactical manuals, mission/threat analysis results, etc. The contractor shall develop combat damage fault trees including specified critical subsystems from these inputs. These fault trees must be suitable for use in the appropriate vulnerability index generating code or process used in the vulnerability analysis.

3.1.1.3 For Failure Mode Effects and Criticality Analysis (FMECA), based on the results of the fault tree analysis, the contractor shall conduct an FMECA to establish the required criticality of components of the air vehicle.

3.1.1.4 For Damage Mode and Effects Analysis (DMEA), based on the results of the FMECA, the contractor shall conduct a DMEA for the air vehicle. This shall include selection and documentation of appropriate probability of kill given a hit (Pk/h) functions for each critical component. Determination of appropriate Pk/h functions may require analytical methodology development and/or exercise, and/or ballistic test data analysis and evaluation.

3.1.1.5 For geometric model development, the contractor shall develop an accurate computer geometric model of the air vehicle in enough detail to evaluate specific components included in the DMEA and to ensure that shielding of critical components is treated adequately. These geometric models shall be generated in a format compatible with the vulnerability analysis codes in use.

3.1.1.6 For vulnerability to directed energy weapons, the contractor shall conduct vulnerability assessments of air vehicles to laser, high power microwave, or other advanced directed energy threat systems.

3.1.2 SUSCEPTIBILITY ANALYSIS

The contractor shall conduct analysis supporting susceptibility assessments for air vehicles, combining the effects of the following factors: Air Vehicle Performance; Tactics; Mission Profiles; Electronic Warfare Analysis; Signature Analysis; Detection, Acquisition, and Tracking Analysis; Threat Vehicle Simulation; Threat Missile Endgame Analysis; and Susceptibility to Directed Energy Weapons.

3.1.2.1 For Air Vehicle Performance, the contractor shall provide air vehicle performance estimates of existing developmental and conceptual air weapons systems and their major subsystems, including avionics and propulsion. Performance includes speed/altitude and energy maneuverability envelopes and cruise and flight characteristics. These analyses may make use of existing codes such as BLUEMAX.

3.1.2.2 For Tactics, the contractor shall perform analysis leading to the development of tactical alternatives, evaluation of tactics and development of measures of effectiveness for tactics analysis. These analyses may include air-to-air, air-to-ground, manned and unmanned weapons systems.

3.1.2.3 For Mission Profiles, the contractor shall develop step-by-step mission profile models and flight paths to simulate penetration of integrated air defense systems (IADS) and to be employed in both tactics and susceptibility investigations.

3.1.2.4 For Electronic Warfare Analysis, the contractor shall survey, acquire, develop, modify, test and exercise electronic warfare models and simulations to determine the effects of electronic warfare systems on air vehicle susceptibility.

3.1.2.5 For Signature Analysis, the contractor shall develop/improve the methodology to predict RF, IR, Visual, acoustic or other spectrum signatures for air vehicles; run computer simulation codes for predicting those signatures; and making use of simulation results, test data and experience, develop signature predictions for specified air vehicles.

3.1.2.6 For Detection/Acquisition/Tracking Analysis, the contractor shall analyze the capability of various land, sea and air sensor systems in order to detect, acquire and track air vehicles by making use of appropriate computer simulation methodologies and intelligence information. The contractor shall include the effects of command, control and communication information (C3I) networks in the modeling process as appropriate.

3.1.2.7 For Threat Vehicle Simulation, the contractor shall make use of appropriate computer simulations and models to evaluate the ability of surface-to-air and air-to-air missiles to launch, guide, and intercept air vehicles. The contractor shall analyze the ability of land, sea and air gun systems to hit air vehicles in a variety of tactical situations. Make improvements of existing methodologies and/or develop new models and simulations to perform these analyses as required.

3.1.2.8 For Threat Missile Endgame Analysis, the contractor shall analyze the ability of threat missile systems (land, sea and air launched) to fuze on air vehicles, and analyze the warhead effects on the probability of killing the air vehicle (making use of appropriate vulnerability models). The contractor shall also participate in testing, model development and improvement, and analysis of fuzes and warheads. The contractor shall conduct analysis of countermeasures effects on fuzes. This may require design, exercise, data reduction and analysis of tests designed to evaluate terminal trajectory characteristics of threat weapons systems.

3.1.2.9 For Susceptibility to Directed Energy Weapons, the contractor shall analyze the ability of threat directed energy weapons to intercept air vehicles, including lasers (high and low energy), high power microwave systems, or any other advanced threat systems. The contractor shall include the effects of multiple threats and multiple targets. C3I effects, and the integration of advanced threats with conventional threat systems.

3.1.3 SURVIVABILITY ANALYSIS

The contractor shall provide system survivability analysis of airborne weapons systems, including manned and unmanned aircraft, missiles and rotary wing aircraft. These analyses shall include: integrating the results of vulnerability, safety and susceptibility analysis (3.1.1 & 3.1.2 above), mission/threat analysis, tradeoff analysis, and specification development.

3.1.3.1 For integrating the results of vulnerability and susceptibility analysis, the contractor shall aggregate the results of vulnerability analysis and susceptibility analysis into an overall assessment of the survivability of the vehicle in the missions and scenarios evaluated. This may be done by collecting the results of vulnerability and susceptibility analysis into the proper formats for inclusion into appropriate aggregated mission level survivability codes such as BRAWLER for air-to-air applications, or SUPPRESSOR for air-to-surface missions. The contractor shall include the effects of multiple threats and multiple targets, electronic countermeasures, integrated tactics, and air vehicle vulnerability and susceptibility factors. The contractor shall participate in testing, model development and improvement, and documentation.

3.1.3.2 For mission/threat analysis, the contractor shall evaluate the proposed scenarios, missions and threat systems postulated for employment of the air vehicle to determine the geographic locations, threat systems, C3I networks, mission profiles and integrated tactics to be evaluated. This may require research of existing threat and operational requirements documents, surveys of air vehicle operational commands and developmental agencies, and close coordination with system developers.

3.1.3.3 For tradeoff analysis, the contractor shall conduct analysis of alternative air vehicle designs, at the component, subsystem, and mission systems levels, to determine the effects of design changes on performance, survivability and on system cost, weight and volume requirements.

3.1.3.4 For specification development, the contractor shall provide recommendations for the development of design specifications for air vehicle survivability and conduct survivability analysis defining survivability requirements for new systems.

3.1.4 LETHALITY ANALYSIS

The contractor shall provide system lethality analysis of weapons systems and weapons effects against defined targets. These analysis shall include: fuze and warhead interactions with air and ground targets; weapon guidance and trajectory characteristics; weapon delivery effectiveness; and safe-arming analysis.

3.1.4.1 For fuze/warhead design and optimization, the contractor shall evaluate existing, developmental, and/or conceptual fuze and warhead designs, and perform tradeoff studies directed toward optimizing weapon terminal effectiveness.

3.1.4.2 For terminal geometry analysis, the contractor shall perform analysis of weapon trajectory characteristics to determine the endgame geometry relationship between the weapon and selected targets. This may require design, exercise, data reduction and analysis of tests designed to evaluate terminal trajectory characteristics of weapons systems.

3.1.4.3 For weapon delivery, the contractor shall evaluate the influence of target acquisition, recognition, and designation on the ability of the weapon system to deliver ordnance to the target

3.1.4.4 For safe-arming analysis, the contractor shall perform analysis to determine the proper safe-arming distance or time for air launched weapons. Such analysis shall include all or part of the process required to quantify and analyze the hazards to air launch platforms from weapon detonations following weapon release as a function of time and/or distance after release. The contractor shall also evaluate the effects of various post launch evasive maneuvers on hazard levels associated with weapon release.

3.1.5 MISSION EFFECTIVENESS ANALYSIS

The contractor shall conduct analysis of the ability of air combat weapons systems to accomplish their missions within the context of a well defined operational environment. The contractor shall propose measures of effectiveness (MOE's), conduct tactical analysis, evaluate approved alternative systems and tactics against those MOE's, and perform system tradeoff analysis to optimize system mission effectiveness. Mission effectiveness includes but is not limited to system survivability, lethality, and sortie generation.

3.1.6 ANALYSIS OF ALTERNATIVES (AOA)

The contractor shall conduct analysis of alternatives (AOA) to evaluate air combat weapons systems and alternatives to those systems. The contractor shall propose measures of effectiveness (MOE's), conduct tactical analysis, evaluate approved alternative systems and tactics against those MOE's, perform cost analysis, and perform system tradeoff analysis of various alternative air combat systems. Cost and operational effectiveness includes but is not limited to system survivability, lethality, sustainability, reliability, mission effectiveness and cost.

3.1.7 AIR-VEHICLE BATTLE DAMAGE REPAIR (ABDR)

The contractor shall conduct analysis of aircraft battle damage repair requirements for the development of battle damage repair manuals, logistics model inputs and system specifications. These analysis involve the evaluation of aircraft component vulnerabilities, susceptibility analysis, and the association of damage levels to non-critical as well as critical components. The contractor shall participate in joint live fire testing which shall include, but is not limited to; test planning, test setup, test execution, test results, and documentation.

3.1.8 DATA ACQUISITION AND REDUCTION

The contractor shall participate in weapon system and subsystem design of tests, the conduct of the tests, collection of test data, evaluation of the data, and documentation of some or all portions of this process.

3.1.8.1 The contractor shall collect and report system and/or component characteristics derived from analysis, testing or previous data collection.

3.1.8.2 The contractor shall accumulate and develop data to support system program efforts. The contractor shall develop test plans and test plan supplements to meet system program requirements, as well as recommendations for test plan and test report standards and formats.

3.1.8.3 The contractor shall analyze and reduce test data into formats suitable for supporting survivability, lethality and/or mission effectiveness analysis.

3.1.8.4 The contractor shall provide documentation, briefing and presentation materials to describe the problems, methods to obtain solutions, analysis, results, and recommendations of analysis and data acquisition and reduction. Documentation may include test reports and test report supplements.

3.2 TEST AND ANALYSIS SUPPORT SERVICES

The contractor shall provide support services including, but not limited to the following: data collection, assembly and organization, test data and analytical estimates for integration into data bases suitable for easy access and data evaluation. Test data shall include visual observation data, quantitative sensor measurement data, and test conditions. Analytical data shall include analysis parameters, methodology, and results. These tests shall include vulnerability testing (ballistic and directed energy) and susceptibility testing (signatures, countermeasures, threat system performance, effects of survivability features on threat system performance).

3.2.1 TEST AND ANALYTICAL DATA REVIEW

The contractor shall review test and analytical data to assure an accurate and complete database. Emphasis shall be placed on assuring complete test records are available and any test anomalies identified. Complete descriptions of analytical methodologies used, parameters considered, and values used shall be identified and evaluated.

3.2.2 ASSESSMENT OF ANALYTICAL ESTIMATES

The contractor shall conduct an assessment of the accuracy of the analytical estimates based on test data. Assessment criteria shall include, but not be limited to: for vulnerability testing-evaluation of damage/effect thresholds, evaluation of test data trends, and assessment of intermediate event results; for susceptibility testing,-evaluation of electronic countermeasures effects, evaluation of reduced signature effects, evaluation of various tactics effects on threat systems.

3.2.3 IMPACT OF TESTS ON TARGET'S SURVIVABILITY

The contractor shall develop reports which will assess the impact of tests on the target's survivability estimates (both vulnerability and susceptibility) as well as provide insight into design changes needed to enhance air weapon system survivability.

3.2.4 BALLISTIC SYSTEMS TESTS

The contractor shall prepare test plans and test reports for ballistic systems tests. Test plan preparation shall include performing literature searches, reviewing and evaluating results of all similar tests, and performing and documenting vulnerability studies for shotline selection and pretest prediction. The contractor shall participate in the test, data reduction and analysis, and documentation. All sections of the test plan and test report shall be prepared in format specified by the task order statement of work.

3.2.5 SUSCEPTIBILITY TESTS

The contractor shall prepare test plans and test reports for air weapons systems susceptibility tests. Test plan preparation shall include performing literature searches, reviewing and evaluating results of all similar tests, and performing and documenting analytical studies for selection of test conditions and pretest prediction. The contractor shall participate in the test, data reduction and analysis, and documentation. All sections of the test plan and test report shall be prepared in format specified by the task order statement of work.

3.3 SIMULATION AND SOFTWARE SUPPORT

The contractor shall provide simulation and software support including, but not limited to the following: simulation development, enhancements and maintenance to existing simulations, operation of simulations, reduction of data generated by simulations, acquisition and management of simulation configuration items, M&S

verification, M&S validation, development of information required for M&S accreditation, and documentation for each task/process.

3.3.1 SIMULATION DEVELOPMENT

All simulation development shall follow a structured programming methodology based on standard practices.

3.3.2 SIMULATION ENHANCEMENTS AND MAINTENANCE

The contractor shall review existing simulation software and simulation program algorithms, assess their value, and modify them to provide required simulation capabilities. The contractor, in the process of performing simulation software enhancements and maintenance, shall develop robust flexible software by replacing "spaghetti code" with structured, modular code and replacing hardwired variables with parameters and data tables, thereby eliminating the need to recompile source code based on model or function selection.

3.3.3 SIMULATION OPERATION AND DATA REDUCTION

The Contractor shall operate computer simulations and document the procedures and data used to operate the simulation in sufficient detail that a knowledgeable person could repeat the operation and achieve identical results.

3.3.3.1 The contractor shall reduce manually, semi-automatically or automatically data acquired from test instrumentation.

3.3.3.2 The contractor shall consolidate data available from various defined sources (tests, documentation searches, verbal, etc.) into a format specified by the task order statement of work.

3.3.4 DATABASE MANAGEMENT

The contractor shall provide database administration including, but not limited to the following: database development, programming, implementation, documentation, and maintenance. The contractor shall design database architecture, collect relevant data, create baseline database templates, and structure data and pedigree information. Databases will be built using commercial off-the-shelf or government developed database programs. Specific requirements shall be defined by task order.

3.3.5 SIMULATION RESOURCES PRODUCT ASSURANCE

The contractor shall make recommendations for policies and provide development/maintenance support for standards and procedures, configuration management, quality assurance, and test and metrics documentation and records as specified under individual task orders.

3.3.5.1 The contractor shall recommend, develop, and publish standards, policies, guidelines, plans and procedures and provide capabilities to conduct studies and analysis in support of life cycle management responsibilities and tasks. Specific requirements shall be defined by task order.

3.3.5.2 The contractor shall provide technical expertise to implement the discipline of configuration management in accordance with commercially accepted standards. The degree of configuration management shall be tailored to program requirements to ensure completely accurate correlation between descriptive documents and hardware/software physical and functional structure and logic flow. The contractor shall be tasked by task order to identify configuration items, to define and control change implementation processes, to track development and change status, and to update documentation. Specific functions include identification and version control for hardware; and identification, version control and master copy library services for software and software documentation including reference materials.

3.3.5.3 The contractor shall provide audit, validation, and verification review of simulation resources products and processes in accordance with software verification and validation: realistic project approaches and project VV&A process documentation as specified by task order.

3.3.5.3 The contractor shall provide test support for simulation resources products and shall develop metrics and metrics records.

3.3.6 SIMULATION DOCUMENTATION

The contractor shall develop and publish technical software documentation as specified in individual task orders. The Government reserves the right to tailor individual document requirements as necessary to achieve program objectives.

3.3.7 MODEL AND SIMULATION VERIFICATION, VALIDATION AND ACCREDITATION

The contractor shall perform verification and validation of models and simulations, and provide information required for model and simulation accreditation.

3.3.7.1 For model and simulation verification, the contractor shall develop verification source materials, conceptual model specifications for existing model and simulation, and software design documentation for new and existing model and simulation to provide the essential design information to support verification requirements. The contractor shall perform verification of model and simulation software, including desk checking, software testing, surveys of model and simulation usage history and verification validation and accreditation status, and assessments of software and documentation quality. Results of model and simulation verification efforts will be reported as specified by individual task order.

3.3.7.2 For model and simulation validation, the contractor shall decompose model and simulation into appropriate functional elements, perform sensitivity analysis, design test plans, collect, reduce, analyze and document test data, perform comparisons between test data and model predictions, perform comparisons between model and simulation predictions and predictions from other model and simulation of known validity, assess the implications of comparison results, and document the results.

3.3.7.3 To support model and simulation accreditation, the contractor shall analyze model and simulation applications, perform sensitivity analysis, develop model and simulation acceptance criteria for those applications, compare model and simulation characteristics with those acceptance criteria, and develop recommendations for model and simulation accreditation and additional verification.

3.3.8 SYSTEM SAFETY

The contractor shall prepare system safety program plans, tracking procedures, hazard lists, hazard analysis, safety evaluation and testing plans and procedures, reports, safety related change proposals, and other safety and hazard documents. The contractor shall evaluate, annotate and recommend changes to system safety program plans, tracking procedures, hazard lists, safety evaluation and testing plans and procedures, reports, safety related change proposals, and other safety and hazard documents. The contractor shall analyze and reduce test data into formats suitable for supporting safety analysis.

3.3.9 TECHNICAL MEETINGS

The contractor shall attend and provide information for project technical interchange meetings and Project reviews. The contractor shall attend and provide briefings at conferences as required by individual task orders.

3.3.10 REPORTING

The contractor shall establish and maintain a management system for controlling cost, schedule, and performance at the task order level, and shall provide the following reports:

3.3.10.1 The contractor shall provide a Performance and Cost report at the task order level. (A001)

3.3.10.2 The contractor shall provide a Level of Effort, Progress and Status Report at the task order level. (A002)

3.3.10.3 The contractor shall provide technical reports as required by individual task orders. (A003)

C-TXT-05 CONTRACT DATA REQUIREMENTS LIST (MAR 1996)

Item 0002 shall be in accordance with the attached Contract Data Requirements List, CDRL, DD Form 1423, dated 09 July 2001, Exhibit "A" of this contract.

SECTION D Packaging and Marking

CLAUSES INCORPORATED BY REFERENCE:

252.246-7001 Warranty Of Data

DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

D-TXT-04 CLASSIFIED MATTER

Classified matter, if applicable, will be packed and shipped in accordance with transmission instructions contained in the Industrial Security Manual for Safeguarding Classified Information and the DD Form 254 attached to this contract.

D-TXT-11 PACKAGING OF DATA (MAR 1996)

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

SECTION E Inspection and Acceptance**INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE:

52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
252.246-7001	Warranty Of Data	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT**E-TXT-04 INSPECTION AND ACCEPTANCE (DESTINATION)**

Inspection and acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

SECTION F Deliveries or Performance

DELIVERY INFORMATION

CLINS	DELIVERY DATE	UNIT OF ISSUE	QUANTITY	FOB	SHIP TO ADDRESS
0001	POP 01-AUG-01 TO 31-JUL-06	Lot		Dest.	
0002	POP 01-AUG-01 TO 31-JUL-06				

CLAUSES INCORPORATED BY REFERENCE:

52.242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I
 52.247-34 F.O.B. Destination

APR 1984
 NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

F-TXT PLACE OF PERFORMANCE

- (a) All task orders shall be performed at the Naval Air Warfare Center, Weapons Division, China Lake, CA or at the contractor's facility in or near Ridgecrest, CA, unless another location is specified in the task order. Accordingly, the contractor shall maintain within a 30 mile radius of the NAWCWD, China Lake, main gate, an office with the capability to provide services and resources to accomplish the work described in this Statement of Work. The contractor shall provide management and administrative support for the office sufficient to provide work direction, planning, and progress and schedule status reporting for the task order contract. All efforts will be initiated by Task Orders which will specify completely the requirements and deliverables.
- (b) The contractor shall supply all equipment, facilities, space and materials necessary for the technical, management and administration of the work performed under this contract at the contractor's facility.
- (c) The government will provide access to equipment, facilities, space and materials for work performed at the Naval Air Warfare Center, Weapons Division, China Lake, C

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) Definitions. As used in this clause-

- (1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
- (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
- (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
- (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
- (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
 - (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
 - (ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment;

machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that-

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum-

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information-

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of steamship company.

(f) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief-

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

	ITEM	CONTRACT LINE DESCRIPTION	QUANTITY ITEMS
TOTAL	_____	_____	_____

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) The Contractor shall include this clause, including this paragraph (h), in all subcontracts under this contract that-

- (1) Exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and
- (2) Are for a type of supplies described in paragraph (b)(2) of this clause.

F-NSTD-03 CONTRACTOR PERFORMANCE UNDER DELIVERY ORDER/TASK ORDER

The contractor shall perform as set forth in delivery/task orders issued by the Government. Notwithstanding the identification of particular labor categories and the associated manhours for each labor category in the delivery/task order(s), the contractor may increase or decrease the manhours for designated labor categories as deemed necessary in order to satisfactorily perform the delivery/task order. In no event, however, shall the contractor exceed the total amount of funds in the order, unless such amount is increased by modification.

F-TXT-02 CONTRACT PERIOD OF PERFORMANCE (CONTRACT AWARD)

Any contract awarded as a result of offers submitted under this solicitation shall extend for five (5) years beginning on the effective date of the contract which is 01 August 2001 and ending 31 July 2006.

F-TXT-08 PLACE OF DELIVERY/FOB DESTINATION

The articles to be furnished hereunder shall be delivered all transportation charges paid by the supplier to destination. The receiving office is open for deliveries Monday through Friday from 7:30 a.m. to 4:00 p.m.

Ship to: Receiving Officer, Code 822223D
 Naval Air Warfare Center Weapons Division
 Mark for: Contract N68936-01-D-0037
 Attn: Code 418100D

F-TXT-10 DELIVERY OF DATA

Data shall be delivered per the schedules and to the destinations listed in the Contract Data Requirements List, DD Form 1423, Exhibit A.

SECTION G Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

ACCOUNTING AND APPROPRIATION DATA

FUNDING 97X4930 NH2C 000 77777 0 068936 2F 000000 COST CODE: 000290CYBC00
 ACRN AA:
 AMOUNT: \$500,000.00

CONTRACT JOB ORDER NO REQUISITION NO.
 ACRN: AA P418A0100400 (Exp. 30 Sep 01) N605300290CYBC

CLAUSES INCORPORATED BY REFERENCE:

52.232-33 Payment by Electronic Funds Transfer--Central Contractor MAY 1999
 Registration

CLAUSES INCORPORATED BY FULL TEXT

TXT WITHHOLDING OF FEE

In accordance with FAR 52.216-8, FIXED FEE, the amount of fixed fee to be withheld on each task order shall be 15% of the fixed fee on EACH invoice/voucher submitted for payment. The cumulative amount withheld for all task orders issued under the contract shall not exceed \$100,000.00.

5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME- AND- MATERIAL, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992) (NAPS)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and ___ copies, to the DCAA Baltimore Branch Office at the following address: 8441 Belair Road, Suite 102, Baltimore, MD 21236 unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to COR and Contracting Officer. Following verification, the contract auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procurement activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract

- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided
- (e) A DD Form 250, "Material Inspection and Receiving Report",
 ___ is required with each invoice submittal.
 ___ is required only with the final invoice.
X is not required.
- (f) A Certificate of Performance
 ___ shall be provided with each invoice submittal.
X is not required
- (g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.
- (h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

G-NSTD-01 PROGRESS AND STATUS REPORT, LEVEL OF EFFORT CONTRACTS (JAN 1992)
(NAVSUP)

- (a) The contractor shall prepare and submit a report as a supplement to each Standard Form 1034 presented for payment. The report shall cover the term for which the voucher is submitted and shall include the following information, when applicable:
- (1) Identification Elements
 - a. Title ("Level of Effort, Progress and Status Report")
 - b. Contract, Invoice and Control Numbers
 - c. Contractor's Name and Address
 - d. Date of Report
 - e. Reporting (invoicing) Period
 - f. Name of Individual Preparing Report
 - (2) Description Elements
 - a. Description of progress made during the reporting period, including problem areas encountered, and recommendations.
 - b. Results obtained relating to previously identified problem areas.
 - c. Deliverables completed and delivered.
 - d. Extent of subcontracting and results achieved.
 - e. Extent of travel, including identification of individuals performing the travel, the labor categories of such individuals, the total number of travelers, the period of travel by labor category, and the results of such travel.
 - f. Labor hours expended for the period and cumulatively broken out to identify labor categories and specific individuals * utilized and the amount of labor hours expended by each.
 - g. Labor hours, by labor category and cumulatively, anticipated to be required for completion of the contract.
 - h. Materials and other direct cost items expended in performance of the contract during the reporting period.
 - i. Problem areas and recommendations involving impact on technical, cost and scheduling requirements.
- (b) Each report shall address each element of paragraph (2) above. Where the element is not applicable, the report shall so state.
- (c) Distribution of the report shall, as a minimum, be one (1) copy to the Contracting Officer's Technical Representative. Additional requirements may be established in a DD Form 1423, Contract Data Requirements List.
- (d) Requiring activities will insure this report and copies of the invoice are retained.
- *If, for reasons of company proprietary interest, it is desired to withhold names of individuals from the report, a unique identifier (such as payroll number) will be accepted; provided, however, that no more than one such identifier is utilized by any individual under this or any other contract effort, and that the names of the individuals so identified will be available to the Contracting Officer upon request.

G-TXT-01 ATTENTION! E-MAIL ADDRESS REQUIRED FOR DISTRIBUTION

All Naval Air Warfare Center Weapons Division Contracts/ Purchase Orders and other related documents are now distributed by electronic mail.

Please provide the e-mail address to which distribution of contracts/purchase orders should be made.

E-Mail Address: jlmf@survice.com/jeff@survice.com

G-TXT-06 SECURITY ASSIGNMENT

Defense Security Service, 41307 12th Street West, Suite 5, Palmdale, CA 93551, is hereby assigned administrative responsibility for safeguarding classified information.

G-TXT-07 PAYMENT ADDRESS

Payment under this contract shall be sent to the following address:

SURVICE Engineering Company
1003 Old Philadelphia Road, Suite 103
Aberdeen, MD 21001

G-TXT-08 CONTRACT AUDIT OFFICE

Contract Audit will be performed by the Defense Contract Audit Agency Baltimore Branch, 8441 Belair Road, Suite 102, Baltimore, MD 21236-3024

G-TXT-09 CONTRACT ADMINISTRATION

(a) The below listed Contract Administration Services component is designated the Contract Administration Officer (CAO) for this contract in the performance of certain assigned contract administration functions for the Principal Contracting Officer (PCO) in accordance with FAR 42.202(e). The Administrative Contracting Officer (ACO) assigned responsibility for administration of this contract by the above designated CAO will advise the Contractor of any necessary instructions and procedures to be followed in dealing with any applicable Government office(s) or individuals. All questions and communications concerning contract administration shall be directed to or via the ACO except under certain circumstances as authorized by him.

Defense Contract Management Command
217 East Redwood Street, Suite 1800
Baltimore, MD 21202-5299

(b) If this contract authorizes shipment at the expense of the Government, requests for Government bills of lading should be submitted to the Transportation Officer at the above address.

G-TXT-13 COURTESY COPY OF INVOICE/VOUCHER

A courtesy copy of each invoice/voucher processed for payment will be sent to:

COMMANDER
CODE 761500D
NAVAIRWARCENWPNDIV
1 ADMINISTRATION CIRCLE
CHINA LAKE CA 93555-6100

SECTION H Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

- (1) The Contracting Officer has given prior written approval; or
- (2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

5252.209-9510 ORGANIZATIONAL CONFLICTS OF INTEREST (SERVICES) (JUL 1998)

(a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in the Statement of Work contained in Section C. Delivery orders/Task orders issued under the contract will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

(2) The financial, contractual, organizational and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.

(d) Definitions. For purposes of application of this clause only, the following definitions are applicable:

- (1) "System" includes system, major component, subassembly or subsystem, project, or item.
- (2) "Nondevelopmental items" are as defined in FAR 2.101.
- (3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).
- (4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).
- (5) "Advisory and Assistance Services" (AAS) are those services acquired from non-governmental sources to support or improve agency policy development or decision making; or, to support or improve the management of organizations or the operation of hardware systems. Such services may encompass consulting activities, engineering and technical services, management support services and studies, analyses and evaluations.
- (6) "Consultant" services is as defined in FAR 31.205-33(a).
- (7) "Contractor", for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.
- (8) "Affiliates" means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision making process concerning this contract.
- (9) "Interest" means organizational or financial interest.

(10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(e) Contracting restrictions.

(1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of three (3) years after the date of completion of the contract. (FAR 9.505-1(a))

(2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of two (2) years after the terms of this contract. (FAR 9.505-2(a)(1))

(3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or a contractor involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period 2 years after the terms of this contract. (FAR 9.505-2(a)(1))

(4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government's interests. (FAR 9.505-3)

(5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4(b))

(6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) which is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or

specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with 2 years after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

(7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm or which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

(g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information:

- (1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;
- (2) a description of the work to be performed;
- (3) the dollar amount;
- (4) the period of performance; and
- (5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

5252.210-9501 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (APR 1998)

(a) Ordering Procedures for Acquisition Management System and Data Requirements Control List (AMSDL), DoD 5010.12-L, and DIDs listed therein. The AMSDL and all DIDs and UDIDs listed therein are stocked at the Navy Publishing and Printing Service Office (NPPSO), Philadelphia, Pennsylvania. Requests for individual DIDs and UDIDs or the AMSDL will be honored from private industry and from individuals. Requests may be made using the automated telephone request service known as TeleSpecs by dialing (215) 697-1187, 8:00 a.m. to 8:00 p.m. (EST), Monday through Friday. If a customer number has not been previously assigned, requester must call the Special Assistance Desk at (215) 697-2667/2179 before using the TeleSpec service. Requests may also be made by mail or FAX in any form, although it is preferred that the DoD Specification and Standards Requisition, DD Form 1425, be used. Customers will be automatically provided with sufficient blank requisitions for future orders, once an order has been placed. In addition, the DD Form 1425 may be obtained through supply channels of the cognizant military activity. All requests should include the following information:

- (1) Customer number or Commercial and Government Entity (CAGE) number.
- (2) Complete mailing address.
- (3) Each desired AMSDL, DID or UDID listed by document identifier (e.g., AMSDL should be listed as DoD 5010.12-L).
- (4) The quantity of documents desired. The maximum quantity issued per item is five (5). Mail orders to: DODSSP, Standardization Document Order Desk, 700 Robbins Avenue, Bldg. 4D, Philadelphia, PA 19111-5094. Fax orders to: (215) 697-1462.
- (b) Ordering Complete Sets of DIDs. Complete sets of DIDs or UDIDs are available for a fee.

(c) Subscriptions. A subscription service is available to private industry for a yearly fee. Upon payment of the subscription fee, the subscriber will receive one copy of any new or revised unrestricted and unclassified DID or UDID for a one year period after the effective subscription date. The AMSDL is included with this subscription. Requests for subscriptions must be accompanied by a check or money order in the above amount payable to the Treasurer of the United States. Requests may be mailed to: DODSSP, Subscription Service Desk, 700 Robbins Avenue, Bldg. 4D, Philadelphia, PA 19111-5094.

(d) Availability of Canceled DIDs. NPPSO supplies only the current version of DIDs. Superseded or canceled documents must be requested through the procurement or Contracting Officer of the military activity citing the need for the document.

5252.237-9501 ADDITION OR SUBSTITUTION OF PERSONNEL (SERVICES) (NAVAIR) (MAR 1999)

(a) A requirement of this contract is to maintain stability of personnel proposed in order to provide quality services. The contractor agrees to assign only those key personnel whose resumes were submitted and approved, and who are necessary to fulfill the requirements of the effort. The contractor agrees to assign to any effort requiring non-key personnel only personnel who meet or exceed the applicable labor category descriptions. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution to such personnel, in accordance with paragraph (d) below.

(c) The contractor agrees that during the term of the contract, no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or maternity leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, information regarding the full financial impact of the change, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

(h) Noncompliance with the provisions of this clause will be considered a material breach of the terms and conditions of the contract for which the Government may seek any and all appropriate remedies including Termination for Default pursuant to FAR Clause 52.249-6, Alt IV, "Termination (Cost-Reimbursement)".

5252.237-9503 ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES (SEP 2000)

(a) This Support Services contract may require the use of and/or access to Department of Navy (DoN) Information Technology (IT) Resources by contractor personnel for contract performance. Applicable DoN IT

Resources for performance of this contract shall be procured from the NMCI Contractor pursuant to the authority of NMCI Contract # N00024-00-D-6000, clause 5.2 "Ordering."

(b) The Support Services contractor shall obtain written authorization from the Contracting Officer executing this contract, prior to ordering directly from the NMCI Contractor. No NMCI Order may be placed without the prior written authorization of the Contracting Officer. Any NMCI Order exceeding the written authorization of the Contracting Officer shall be treated as an unallowable cost pursuant to FAR Part 31.

(c) The Government shall reimburse the contractor for the placement of NMCI Orders including applicable indirect burdens (general & administrative, etc.), excluding profit or fee.

5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (NAVAIR) (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

COMMANDER
CODE 210000D (D. Foucher - 760-939-8160)
NAVAIRWARCENWPNDIV
1 ADMINISTRATIVE CIRCLE
CHINA LAKE, CA 93555-6100

H-NSTD-05 DELIVERY ORDERS/ TASK ORDERS (LEVEL OF EFFORT)

a. Introduction.

(1) Written Delivery/ Task Orders will be issued to the Contractor by the cognizant Ordering Officer for all work to be performed under this contract.

(2) The Government shall not be obligated to reimburse the Contractor for work performed, items delivered, or any costs incurred, nor shall the Contractor be obligated to perform, deliver, or otherwise incur costs except as authorized by duly executed Delivery/Task Orders.

(3) The total amount of all Delivery/ Task Orders issued shall not exceed the estimated cost and fee or level of effort set forth in this contract.

b. Ordering Procedures.

(1) Delivery/ Task Orders with an estimated value of \$100,000 or more shall be placed in accordance with the following procedures:

(a) The Ordering Officer shall furnish the Contractor with a written Preliminary Delivery/ Task Order and Request for Proposal. The Request shall include:

- (i) a description of the specified work required,
- (ii) the desired delivery schedule,
- (iii) the place and manner of inspection and acceptance, and
- (iv) any other pertinent information deemed necessary.

(b) The Contractor shall, within the time specified, provide the Ordering Officer with a Proposal to Perform the Delivery/ Task Order. The Proposal shall include:

- (i) the required number of labor hours, by labor classification and labor and overhead rates for each end product or task, subcontractor), and
- (vi) total cost. The cost factors utilized in determining the estimated cost under any Order shall be the then current applicable rates.

(c) Upon receipt of the Proposal, the Ordering Officer shall review the estimates therein to ensure acceptability to the Government, enter into such discussions with the Contractor as may be necessary to correct and revise any discrepancies in the Proposal, and effect whatever internal review processes are required.

(d) Upon completion of the above process, the Ordering Officer may issue an executed Delivery/ Task Order. Only upon receipt of such executed Order shall the Contractor commence the effort required thereby. Should the Ordering Officer and the Contractor be unable to reach agreement as to the terms of the Order prior to its issuance, the conflict shall be referred to the Contracting Officer, who shall issue such direction as is required by the circumstances.

(2) Delivery/ Task Orders with an estimated value of less than \$100,000 may be placed in accordance with the following procedures:

(a) The Ordering Officer shall issue a fully funded, unilaterally executed Delivery/ Task Order representing a firm order for the total requirement.

(b) In the event the Contractor cannot perform in accordance with the terms and conditions and within the estimated cost of the Delivery/ Task Order, he shall:

(i) notify the Ordering Officer immediately,

(ii) submit a proposal for the work requested in the Delivery/ Task Order,

(iii) not commence performance until such time that differences between the Delivery/ Task Order and his proposal are resolved and a modification, if necessary, is issued.

c. Content and Effect.

(1) Each Delivery/ Task Order shall include:

(a) date of order,

(b) contract order number,

(c) place of performance,

(d) scope, including references to applicable (contract) specifications,

(e) the place and manner of inspection and acceptance, if different from that specified in the basic contract,

(f) any Government furnished property, material, or facilities to be made available for performance of the

Order,

(g) any other information deemed necessary to the performance of the Order,

(h) an estimate of the number of hours of labor by labor category required to perform the Order,

(i) a delivery date or period of performance,

(j) accounting and appropriation data.

(2) The Contractor shall advise the Ordering Officer if any apparent difficulties of performance according to the terms of the Order are anticipated or at any time that difficulties in performance arise. Each Delivery/ Task Order shall be deemed to include therein the "Limitation of Costs"/"Limitation of Funds" clause, which is a part of this contract and such clause shall be applicable to each Delivery/ Task Order individually.

(3) If at any time 75% of either the estimated cost or estimated level of effort specified in the Delivery/ Task Order is reached, and it appears that additional funds and/or level of effort is required to complete performance of the Delivery/ Task Order the Contractor shall promptly notify the Ordering Officer in writing. Such notification shall include the cost and level of effort expended and that required to complete performance. All revisions providing additional funds to a Delivery/ Task Order, will include fee in the same manner as established in the basic Delivery/ Task Order. If the Contractor exceeds the estimated cost of the Delivery/ Task Order, the Government will be responsible only for reimbursement of the costs and payment of fee in an amount not to exceed the estimated cost and fee established in the Delivery/ Task Order in accordance with FAR 52.232-20/FAR 52.232-22.

d. Maintenance of Records.

(1) The Contractor shall maintain the following cost records under this contract as a minimum:

(a) records for each Delivery/ Task Order, indicating the number of hours of direct labor performed by labor category and separated as to contractor or subcontractor labor.

(b) records of all direct non-labor costs, allocated to individual Delivery/Task Order.

(c) Nothing herein shall be deemed to excuse the Contractor from maintaining records required by other provisions of this contract.

H-NSTD-07 DD FORM 1662, DoD PROPERTY IN THE CUSTODY OF CONTRACTORS

Contractors who have Government Property in their custody shall report on revised DD Form 1662 "DoD Property in the Custody of Contractors" dated Dec 93 (DFARS 245.505-14). The contractor shall report all Contractor Acquired Property as defined in FAR Part 45. A completed DD Form 1662 shall be furnished to the

Contracting Officer for this contract, in addition to the copy provided to the Property Administrator (if assigned), no later than October 31 of each year.

H-NSTD-08 GOVERNMENT PROPERTY RECEIVED BY THE CONTRACTOR WITHOUT CONTRACTUAL COVERAGE

The purpose of this clause is to contractually implement provisions of FAR 45.502:

(a) Upon award of this contract, the Contractor's Government Property Administrator shall ensure that the requirements of this provision are incorporated into the contractor's Government Property Procedures, and shall provide a copy of the procedures, showing compliance, to the Government Property Administrator and the Contracting Officer.

(b) When the Contractor's Government Property Administrator discovers any Government Furnished Property to be in the possession or control of the contractor, but not provided under the Special Provision of this contract entitled "Government Property for the Performance of this Contract", the contractor shall promptly (1) record such property according to the approved property control procedure, (2) store the property in the contractor's approved Government Property storage area pending disposition instructions from the Government, and (3) furnish to the Government Property Administrator and Contracting Officer all known circumstances and data pertaining to its receipt and statements as to whether there is a need for its retention.

H-NSTD-09 WORK WEEK

(a) All or a portion of the effort under this contract shall be performed on a Government installation where the normal work week shall be Monday through Friday for all straight time worked. Alternate Fridays are not part of the normal work week for all work performed on-site at Naval Air Warfare Center Weapons Division. The majority of the Government offices at the above location will be closed on alternate Fridays. No deviation in the normal work week will be permitted without express advance approval in writing by the designated Ordering Officer with coordination of the using departments. Work on-site shall be performed during the normal work hours at that location unless differing hours are specified on the individual Delivery Orders.

(b) For purposes of scheduling personnel, the contractor is hereby advised that the Government Installation will observe the following holidays. The contractor is further advised that access to the Government installation may be restricted on these holidays.

NAME OF HOLIDAY	TIME OF OBSERVANCE
New Year's Day	1 January
Martin Luther King Jr's Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(c) In the event any of the above holidays occur on a Saturday, Sunday, or alternate Friday, then such holiday shall be observed by the contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(d) In the event the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

H-TXT-02 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE

(a) The Contracting Officer has designated:

NAME: Jim Tucker

CODE: 418100D

ADDRESS: Commander, NAWCWD
1 Administration Circle
China Lake, CA 93555-6100

TELEPHONE NO. 760/939-8442

as the authorized Contracting Officer's Representative (COR) for this contract/order.

(b) The COR is responsible for monitoring the performance and progress, as well as overall technical management of the orders placed hereunder and should be contacted regarding any questions or problems of a technical nature. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to the completion of this contract.

(c) When, in the opinion of the Contractor, the COR requests effort outside the scope of the contract, the Contractor will promptly notify the Contracting Officer in writing. No action will be taken by the Contractor under such technical instruction until the Contracting Officer has determined if such effort is within the contract scope, and, if not, has issued a contract change.

H-TXT-03 DESIGNATION OF GOVERNMENT TECHNICAL ASSISTANT

(a) The Contracting Officer hereby designates the following as Technical Assistant for this contract:

To be identified in individual Task Orders.

(b) The person responsible for monitoring the technical performance and progress of this contract will be identified in each task order as the Technical Assistant and/or Alternate Technical Assistant. The Technical Assistant and/or the Alternate Technical Assistant applicable to each task order should be contacted regarding questions or problems of a technical nature. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract or task order between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer.

(c) When, in the opinion of the Contractor, the technical assistant or any other Government representative requests effort outside the scope of the contract or task order, the Contractor will promptly notify the Contracting Officer in writing.

(d) On all problems that pertain to contract terms and conditions, the Contractor shall contact the Contracting Officer.

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	OCT 1995
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-2	Security Requirements	AUG 1996
52.204-4	Printing/Copying Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	MAR 2000
52.216-8	Fixed Fee	MAR 1997
52.219-6	Notice Of Total Small Business Set-Aside	JUL 1996
52.219-8	Utilization of Small Business Concerns	OCT 1999
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	AUG 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	JAN 1999
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	JAN 1997
52.223-14	Toxic Chemical Release Reporting	OCT 1996
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-11	Patent Rights--Retention By The Contractor (Short Form)	JUN 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998

52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	JUN 1997
52.233-1	Disputes	DEC 1998
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	OCT 1995
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-4	Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items and Commercial Components	OCT 1998
52.245-5 (Dev)	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (Deviation)	JAN 1986
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-6 Alt II	Termination (Cost Reimbursement) (Sep 1996) - Alternate II	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	MAR 2000
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7012	Preference For Certain Domestic Commodities	MAY 1999
252.225-7026	Reporting Of Contract Performance Outside The United States	JUN 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished	JUN 1995

Information Marked with Restrictive Legends		
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7034	Patents--Subcontracts	APR 1984
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued 01 August 2001 through 31 July 2006.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 100 hours, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$1,000,000;

(2) Any order for a combination of items in excess of \$1,000,000; or

(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed

during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 October 2006.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed zero (0) or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)

(a) The Contractor shall--

(1) Certify any proposal to establish or modify final indirect cost rates;

(2) Use the format in paragraph (c) of this clause to certify; and

(3) Have the certificate signed by an individual of the Contractor's organization at a level no lower than a vice president or chief financial officer of the business segment of the Contractor that submits the proposal.

(b) Failure by the Contractor to submit a signed certificate, as described in this clause, may result in final indirect costs at rates unilaterally established by the Contracting Officer.

(c) The certificate of final indirect costs shall read as follows:

CERTIFICATE OF FINAL INDIRECT COSTS

This is to certify that I have reviewed this proposal to establish final indirect cost rates and to the best of my knowledge and belief:

1. All costs included in this proposal (identify proposal and date) to establish final indirect cost rates for (identify period covered by rate) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) and its supplements applicable to the contracts to which the final indirect cost rates will apply; and

2. This proposal does not include any costs which are expressly unallowable under applicable cost principles of the FAR or its supplements

Firm: _____

Signature: _____

Name of Certifying Official: _____

Title: _____

Date of Execution: _____

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.arnet.gov/far/ or www.farsite.hill.af.mil/

Note: Clauses beginning with 5252.9000 series are NAPs clauses and can be found at the above website. Clauses beginning with 5252.9500 series are NAVAIR clauses and can be found at http://contracts.navair.navy.mil/clauses/clause_index.cfm

for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm or which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

(g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information:

- (1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;
- (2) a description of the work to be performed;
- (3) the dollar amount;
- (4) the period of performance; and
- (5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

Changes in Section J

The free form item "Table of Contents" has been deleted.

The following clauses which are incorporated by full text have been added or modified:

J-TXT-01 SECTION J - LIST OF ATTACHMENTS

TITLE	DATE	NO. OF PAGES
Exhibit A – DD FORM 1423, Contracts Data Requirements List	08/29/01	7
Attachment 1 – DD FORM 254, Contract Security Classification Specification	08/23/01	25

SECTION J List of Documents, Exhibits and Other Attachments**Section J Table Of Contents**

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	DD 2579	25	NOV-15-2000

CLAUSES INCORPORATED BY FULL TEXT**J-TXT-01 SECTION J - LIST OF ATTACHMENTS**

TITLE	DATE	NO. OF PAGES
Exhibit A – DD FORM 1423, Contracts Data Requirements List	07/09/01	7
Attachment 1 – DD FORM 254, Contract Security Classification Specification	07/11/01	25

DATA ITEM DESCRIPTION		Form Approved OMB No 0704-0188	
1. TITLE Performance and Cost Report		2. IDENTIFICATION NUMBER DI-FNCL-80912	
3. DESCRIPTION/PURPOSE 3.1 The Performance and Cost Report provides current status and projected requirements of funds, man-hours, and work completion. 3.2 The report is used for evaluation of contractor progress.			
4. APPROVAL DATE (YYMMDD) 891006	5. OFFICE (IF PRIMARY RESPONSIBILITY (OPR)) A/MICOM	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE
7. APPLICATION/INTERRELATIONSHIP 7.1 This Data Item Description (DID) contains the format and content preparation instructions for the data product generated by the specific and discrete task requirement as delineated in the contract. 7.2 This DID supersedes DI-F-1208A.			
8. APPROVAL LIMITATION	9a. APPLICABLE FORMS	9b. AMSC NUMBER A4845	
10. PREPARATION INSTRUCTIONS 10.1 <u>Format</u> . The Performance and Cost Report format shall be contractor selected. Unless effective presentation would be degraded, the initially used format arrangement shall be used for all subsequent submissions. 10.2 <u>Content</u> . The Performance and Cost Report shall contain the following: 10.2.1 <u>Man-hours</u> . Total man-hours expended by technical categories or program tasks, cumulative total man-hours to date, and percentages of total man-hours spent to date. State whether or not remaining hours are sufficient to complete the task. 10.2.2 <u>Funds</u> . Total funds expended, by task, for the month; cumulative total funds spent to date; and percentage of total contract funds spent to date. State whether or not remaining funds are sufficient to complete the task. 10.2.3 <u>Work completion</u> . Percentage of work completed, by tasks during the month, and cumulative percentage of total contract work completed to date.			
11. DISTRIBUTION STATEMENT DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.			

DATA ITEM DESCRIPTION			Form Approved OMB No. 0704-0188 Exp. Date: Jun 30, 1986	
1. TITLE Contractor's Progress, Status and Management Report		2. IDENTIFICATION NUMBER DI-MGMT-80227		
3. DESCRIPTION/PURPOSE 3.1 The Contractor's Progress, Status and Management Report indicates the progress of work and the status of the program and of the assigned tasks, reports costs, and informs of existing or potential problem areas.				
4. APPROVAL DATE (YYMMDD) 860905	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR) N/SPAWAR	6a. DTIC REQUIRED	6b. GIDEP REQUIRED	
7. APPLICATION/INTERRELATIONSHIP 7.1 This Data Item Description (DID) contains the format and content preparation instructions for the data product generated by the specific and discrete task requirement for this data included in the contract. 7.2 This DID may be applied in any contract and during any program phase. 7.3 This DID supersedes DI-A-2090A, DI-A-3025A, UDI-A-22050B, UDI-A-22052A, UDI-A-23960, DI-A-30024, and DI-A-30606. (cont. on page 2)				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER N3947
10. PREPARATION INSTRUCTIONS 10.1 <u>Contract</u> - This data item is generated by the contract which contains a specific and discrete work task to develop this data product. 10.2 <u>Format</u> - This report shall be typewritten on standard size (e.g. 8 1/2" by 11") white paper, and securely stapled. Pages shall be sequentially numbered. All attachments shall be identified and referenced in the text of the report. The report shall be prepared in the contractor's format and shall be legible and suitable for reproduction. 10.3 <u>Content</u> - The report shall include: a. A front cover sheet which includes the contractor's name and address, the contract number, the nomenclature of the system or program, the date of the report, the period covered by the report, the title of the report, either the serial number of the report or the Contract Data Requirements List (CDRL) sequence number, the security classification, and the name of the issuing Government activity; b. Description of the progress made against milestones during the reporting period; c. Results, positive or negative, obtained related to previously-identified problem areas, with conclusions and recommendations; d. Any significant changes to the contractor's organization or method of operation, to the project management network, or to the milestone chart; e. Problem areas affecting technical or scheduling elements, with background and any recommendations for solutions beyond the scope of the contract; f. Problem areas affecting cost elements, with background and any recommendations for solutions beyond the scope of the contract; g. Cost curves showing actual and projected conditions throughout the contract; h. Any cost incurred for the reporting period and total contractual expenditures as of reporting date; i. Person-hours expended for the reporting period and cumulatively for the contract; j. Any trips and significant results; (cont. on page 2)				

7. APPLICATION/INTERRELATIONSHIP (Cont'd)

7.4 Paragraphs 10.3.f, 10.3.g, and 10.3.h herein should be tailored on DD Form 1423 when such cost data is already submitted through a sophisticated cost reporting system under the contract.

10. PREPARATION INSTRUCTIONS (Cont'd)

- k.** Record of all significant telephone calls and any commitments made by telephone;
- l.** Summary of Engineering Change Proposal (ECP) status, including identification of proposed ECPs, approved ECPs, and implemented ECPs;
- m.** Contract schedule status;
- n.** Plans for activities during the following reporting period;
- o.** Name and telephone number of preparer of the report;
- p.** Appendixes for any necessary tables, references, photographs, illustrations, and charts.

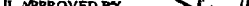
Form Approved
OMB No. 0704-0188

A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY	
				TDP _____	TM _____ OTHER _____ MISC _____

1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM TECHNICAL REPORT - STUDY/SERVICES	3. SUBTITLE
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17. Price Group
18. Estimated Total Price

[illegible]

G. PREPARED BY NAVAL AIR WARFARE CENTER, WEAPONS DIVISION CHINA LAKE, CA 93555-6001	H. DATE 010102	I. APPROVED BY  DRRB Chairman	J. DATE 010829
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DATA ITEM DESCRIPTION

Title: TECHNICAL REPORT - STUDY/SERVICES

Number: DI-MISC-80508A

Approval Date: 7 November 2000

Office of Primary Responsibility: G/TS-ALS

GIDEP Applicable: No

Applicable Forms: No

AMSC Number: G7408

DTIC Applicable: Defense Technical Information Center (DTIC), 8725 John J. Kingman Rd.,
Ste. 0944, Ft. Belvoir, VA 22060-6218

Use/Relationship

A technical report provides fully documented results of studies or analyses performed. This data item description contains the format and content instructions for the data product generated by the specific and discrete task requirement as delineated in the contract.

This DID supersede DI-MISC-80508.

Requirements:

1. Format.

- (a) The report and all attachments shall be typewritten, or otherwise clearly lettered, and shall be duplicated using non-fading ink.
- (b) Text shall be prepared on standard letter size paper (8 1/2" x 11").
- (c) When attachments are included, they shall be fully identified, referenced in the text, and folded to conform to the size paper used in the report.
- (d) Security classification and distribution markings shall conform to the requirements of the contract, purchase description and security requirements checklist, as applicable.

2. Content.

- (a) Title Page - Identifies the report by providing contract number, project name or purchase description title, task number, and reporting period.
- (b) Table of Contents
- (c) Section I - Includes the following:
 - (1) Introduction
 - (2) Summary - A brief statement of results obtained from the analytic effort.
 - (3) Conclusions and their condensed technical substantiation's.
- (d) Section II - A complete and detailed description of the analytic results which led to the conclusions stated in Section I above.

**SECURITY GUIDELINES FOR THE HANDLING OF INTELLIGENCE INFORMATION
FOR CONTRACTORS:**

1. Intelligence released to cleared DoD contractors, all reproductions thereof, and all other information generated based on, or incorporating data from, remain the property of the U.S. Government. The releasing command shall govern final disposition of intelligence information unless retention is authorized. Provide the Director, ONI (ONI-5) with a copy of the retention authorization.
2. Cleared DoD contractors shall not release intelligence to any of their components or employees not directly engaged in providing services under contract or other binding agreement or to another contractor (including subcontractors) without the consent of the releasing command.
3. Cleared DoD contractors who employ foreign nationals or immigrant aliens shall obtain approval from the Director, ONI (ONI-5) before releasing intelligence, regardless of their LAA.
4. See Attachment # , DCID 1/7, "Security Controls on the Dissemination of Intelligence Information", dated 30 JUNE 1998.

ATTACHMENT # / TO DD-254

DCID 1/7

Security Controls on the Dissemination of Intelligence Information

(Effective 30 June 1998)

Introduction

Pursuant to the provisions of the National Security Act of 1947, as amended, Executive Order 12333, Executive Order 12958 and implementing directives thereto, policies, controls, and procedures for the dissemination and use of intelligence information and related materials are herewith established in this Director of Central Intelligence Directive (Directive or DCID). Nothing in this policy is intended to amend, modify, or derogate the authorities of the DCI contained in Statute or Executive Order.

1.0 Policy

1.1 It is the policy of the DCI that intelligence be produced in a way that balances the need for maximum utility of the information to the intended recipient with protection of intelligence sources and methods. The controls and procedures established by this directive should be applied uniformly in the dissemination and use of intelligence originated by all Intelligence Community components in accordance with the following principles:

- 1.1.1 Originators of classified intelligence information should write for the consumer. This policy is intended to provide for the optimum dissemination of timely, tailored intelligence to consumers in a form that allows use of the information to support all need to know customers.
- 1.1.2 The originator of intelligence is responsible for determining the appropriate level of protection prescribed by classification and dissemination policy. Originators shall take a risk management approach when preparing information for dissemination.

2.0 Purpose

- 2.1 This Directive establishes policies, controls, and procedures for the dissemination and use of intelligence information to ensure that, while facilitating its interchange for intelligence purposes, it will be adequately protected. This Directive implements and amplifies applicable portions of the directives of the Information Security Oversight Office issued pursuant to Executive Order (E.O.) 12958 and directives of the Security Policy Board issued pursuant to E.O. 12958 and PDD-29.
- 2.2 Additionally, this Directive sets forth policies and procedures governing the release of intelligence to contractors and consultants, foreign governments, international organizations or coalition partners consisting of sovereign states, and to foreign nationals and immigrant aliens, including those employed by the US Government. pursuant to DCID 5/6, Intelligence Disclosure Policy.
- 2.3 Executive Order 12958 provides for the establishment of Special Access Programs, including Sensitive Compartmented Information. DCID 3/29 provides procedures for the establishment and review of Special Access Programs pertaining to intelligence activities and restricted collateral information. Intelligence Community components may establish and maintain dissemination controls on such information as approved under the policies and procedures contained in DCID 3/29, this DCID, and implementing guidance.

3.0 Definitions

- 3.1 "Caveated" information is information subject to one of the authorized control markings under Section 9.
- 3.2 Intelligence Community (and agencies within the Intelligence Community) refers to the United States Government agencies and organizations and activities identified in section 3 of the National Security Act of 1947, as amended, 50 USC 401a(4), and Section 3.4(f) (1 through 6) of Executive Order 12333.
- 3.3 Intelligence information and related materials (hereinafter referred to as "Intelligence") include the following information, whether written or in any other medium, classified pursuant to E.O. 12958 or any predecessor or successor Executive Order:
 - 3.3.1 Foreign intelligence and counterintelligence defined in the National Security Act of 1947, as amended, and in Executive Order 12333;
 - 3.3.2 Information describing US foreign intelligence and counterintelligence activities, sources, methods, equipment, or methodology used for the acquisition, processing, or exploitation of such intelligence; foreign military hardware obtained through intelligence activities for exploitation and the results of the exploitation; and any other data resulting from US intelligence collection efforts; and,
 - 3.3.3 Information on Intelligence Community protective security programs (e.g., personnel, physical, technical, and information security).
- 3.4 "Need-to-know" is the determination by an authorized holder of classified information that a prospective recipient requires access to specific classified information in order to perform or assist in a lawful and authorized governmental function. Such persons shall possess an appropriate security clearance and access approval granted pursuant to Executive Order 12968, Access to Classified Information.
- 3.5 Senior Official of the Intelligence Community (SOIC) is the head of an agency, office, bureau, or other intelligence element as identified in Section 3 of the National Security Act of 1947, as amended, 50 USC 401a(4), and Section 3.4(f) (1 through 6) of Executive Order 12333.
- 3.6 A "tear line" is the place on an intelligence report (usually denoted by a series of dashes) at which the sanitized version of a more highly classified and/or controlled report begins. The sanitized

sanitized version of a more highly classified and/or controlled report begins. The sanitized information below the tear line should contain the substance of the information above the tear line, but without identifying the sensitive sources and methods. This will permit wider dissemination, in accordance with the "need to know" principle and foreign disclosure guidelines, of the information below the tear line.

4.0 General Applicability

- 4.1 In support of the Policy Statement in Section 1.0, classifiers of intelligence information shall take a risk management approach when preparing information for dissemination. In the interest of the widest possible dissemination of information to consumers with a "need to know", classifiers shall carefully consider the needs of all appropriate intelligence consumers regarding sources and methods information or sensitive analytic comments and use control markings only when necessary and in accordance with this directive, using tearlines and other formats to meet consumer needs for intelligence.
- 4.2 In carrying out this policy, intelligence producers shall prepare their reports and products at the lowest classification level commensurate with expected damage that could be caused by unauthorized disclosure. When necessary, the material should be prepared in other formats (e.g. tear-line form) to permit broader dissemination or release of information.
- 4.3 All material shall be portion marked to allow ready identification of information that cannot be broadly disseminated or released, except for material for which a waiver has been obtained under EO 12958.
- 4.4 The substance of this Directive shall be promulgated by each Intelligence Community component, and appropriate procedures permitting prompt interagency consultation established.

5.0 Use By and Dissemination Among Executive Branch Departments/Agencies of the US Government

5.1 Executive Order 12958 provides that classified information originating in one US department or agency shall not be disseminated beyond any recipient agency without the consent of the originating agency. However, to facilitate use and dissemination of intelligence within and among Intelligence Community components and to provide for the timely flow of intelligence to consumers, the following controlled relief to the "third agency rule" is hereby established:

- 5.1.1 Each Intelligence Community component consents to the use of its classified intelligence in classified intelligence products of other Intelligence Community components, including its contractors under Section 6, and to the dissemination of those products within executive branch departments/agencies of the US Government, except as specifically restricted by controls defined in this directive or other DCI guidance.
- 5.1.2 As provided in 5.1.1, classified intelligence that bears no restrictive control markings may be given secondary US dissemination in classified channels to any US executive branch department/agency not on original distribution if (a) the intelligence has first been sanitized by the removal of all references and inferences to intelligence sources and methods and the identity of the producing agency, or (b) if the product is not so sanitized, the consent of the originator has been obtained. If there is any doubt concerning a reference or inference to intelligence sources and methods, relevant intelligence documents should not be given secondary dissemination until the recipient has consulted with the originator.
- 5.1.3 Any component disseminating intelligence beyond the Intelligence Community assumes responsibility for ensuring that recipient organizations agree to observe the need-to-know principle and the restrictions prescribed by this directive, and to maintain adequate safeguards.

6.0 Policy and Procedures Governing the Release of Intelligence to Contractors and Consultants

- 6.1.1 SOICs, or their designees, may release intelligence to appropriately cleared or access-approved US contractors and consultants (hereinafter "contractor") having a demonstrated "need to know" without referral to the originating agency prior to release provided that:
 - 6.1.1.1 At the initiation of the contract, the SOIC or her/his designee specifies and certifies in writing that disclosure of the specified information does not create an unfair competitive advantage for the contractor or a conflict of interest with the contractor's obligation to protect the information. If, during the course of the contract, the contractor's requirements for information changes to require new or significantly different information, the SOIC or his/her designee shall make a new specification and certification. In cases where the designated official cannot or does not resolve the issue of unfair competitive advantage or conflict of interest, consent of the originator is required;
 - 6.1.1.2 Release is made only to contractors certified by the SOIC (or designee) of the sponsoring organization as performing classified services in support of a national security mission;
 - 6.1.1.3 The contractor has an approved safeguarding capability if retention of the intelligence is required;
 - 6.1.1.4 Contractors are not authorized to disclose further or release intelligence to any of their components or employees or to another contractor (including subcontractors) without the prior written notification and approval of the SOIC or his/her designee unless such

disclosure or release is authorized in writing at the initiation of the contract as an operational requirement;

- 6.1.1.5 Intelligence released to contractors, all reproductions thereof, and all other material generated based on, or incorporating data therefrom (including authorized reproductions), remain the property of the US Government. Final disposition of intelligence information shall be governed by the sponsoring agency;
- 6.1.1.6 National Intelligence Estimates (NIEs), Special National Intelligence Estimates (SNIEs), and Interagency Intelligence Memoranda may be released to appropriately cleared contractors possessing an appropriate level facility clearance and need-to-know, except as regulated by provisions concerning proprietary information as defined in sections 6.1.1.7 and 9.3, below;
- 6.1.1.7 Except as provided in section 6.3 below, intelligence that bears the control marking "CAUTION-PROPRIETARY INFORMATION INVOLVED" (abbreviated "PROPIN" or "PR") may not be released to contractors, unless prior permission has been obtained from the originator and those providing the intelligence to the originator. Intelligence that bears the control marking, "Dissemination and Extraction of Information Controlled By Originator" (abbreviated "ORCON") may only be released to contractors within Government facilities. These control markings are further described under Sections 9.2 and 9.3, below; and
- 6.1.1.8 Authorized release to foreign nationals or foreign contractors is undertaken through established channels in accordance with sections 7 and 8, and DCID 5/6, Intelligence Disclosure Policy, and the National Policy and Procedures for the Disclosure of Classified Military Information to Foreign Governments and International Organizations (abbreviated title: National Disclosure Policy 1 or NDP 1) to the extent consistent with DCIDs and other DCI guidance.

6.2 Policies and Procedures for Contractors Inside Government Owned or Controlled Facilities

- 6.2.1 Contractors who perform duties inside a Government owned or controlled facility will follow the procedures and policies of that sponsoring Intelligence Community member in accordance with Section 6.1 of this directive

6.3 Policies and Procedures for Contractors Outside Government Owned or Controlled Facilities

- 6.3.1 Contractors who perform duties outside of Government owned or controlled facilities will adhere to the following additional policies and procedures:
 - 6.3.1.1 The SOIC of the sponsoring agency, or her/his designee, is responsible for ensuring that releases to contractors of intelligence marked ORCON and/or PROPIN are made only with the consent of the originating agency pursuant to this Directive and through established channels; (See Sections 9.2 and 9.3);
 - 6.3.1.2 The sponsoring agency shall maintain a record of material released;
 - 6.3.1.3 Contractors shall establish procedures to control all intelligence received, produced, and held by them in accordance with the provisions of the National Industrial Security Program Operating Manual. This will not impose internal receipt and document accountability requirements for internal traceability and audit purposes;
 - 6.3.1.4 All reproductions and extractions of intelligence shall be classified, marked, and controlled in the same manner as the original(s);
 - 6.3.1.5 Sensitive Compartmented Information released to contractors shall be controlled pursuant to the provisions of DCID 1/19, Security Policy for Sensitive Compartmented Information (SCI); and,
 - 6.3.1.6 Sponsoring agencies shall delete any reference to the Central Intelligence Agency, the

phrase "Directorate of Operations" and any of its components, the place acquired, the field number, the source description, and field dissemination from all CIA Directorate of Operations reports passed to contractors, unless prior approval to do otherwise is obtained from CIA.

7.0 Release to Foreign Governments, International Organizations, and Coalition Partners

- 7.1 It is the policy of the DCI that intelligence may be shared with foreign governments, and international organizations or coalition partners consisting of sovereign states to the extent such sharing promotes the interests of the United States, is consistent with US law, does not pose unreasonable risk to US foreign policy or national defense, and is limited to a specific purpose and normally of limited duration. The release of intelligence to such entities is subject to this Directive, DCID 5/6, Intelligence Disclosure Policy, and NDP 1 to the extent consistent with DCIDs and other DCI guidance.
 - 7.1.1 Intelligence Community elements shall restrict the information subject to control markings to the minimum necessary. If it is not possible to prepare the entire report at the collateral, uncaveated level, IC elements shall organize their intelligence reports and products to identify clearly information not authorized for release to foreign entities.
- 7.2 Intelligence information that bears no specific control marking may be released to foreign governments, international organizations, or coalition partners provided that:
 - 7.2.1 A positive foreign disclosure decision is made by a Designated Intelligence Disclosure Official in accordance with procedures in DCID 5/6;
 - 7.2.2 No reference is made to the originating agency or to the source of the documents on which the released product is based; and,
 - 7.2.3 The source or manner of acquisition of the intelligence (including analytic judgments or techniques), and/or the location where the intelligence was collected (if relevant to protect sources and methods) is not revealed and cannot be deduced in any manner.
- 7.3 RESTRICTED DATA and FORMERLY RESTRICTED DATA may only be released to foreign governments pursuant to an agreement for cooperation as required by Sections 123 and 144 of Public Law 585, Atomic Energy Act of 1954, as amended.

8.0 Dissemination to Non-Governmental Foreign Nationals or Foreign Contractors

- 8.1 It is the policy of the DCI that no classified intelligence will be shared with foreign nationals, foreign contractors, or international organizations not consisting of sovereign states, except in accordance with the provisions of this Section.
- 8.2 Intelligence, even though it bears no restrictive control markings, will not be released in any form to foreign nationals or immigrant aliens (including those employed by, used by, or integrated into the US Government) without the permission of the originator. In such cases where permission of the originator has been granted, the release must be in accordance with DCID 5/6, and the NDP 1 to the extent consistent with DCIDs and other DCI guidance.
- 8.3 Release of intelligence to a foreign contractor or company under contract to the US Government must be through the foreign government of the country which the contractor is representing, unless otherwise directed in government-to-government agreements or there is an appropriate US channel for release of the information. Provisions concerning release to foreign governments is contained in Section 7.0, above.

9.0 Authorized Control Markings

- 9.1 DCI policy is that the authorized control markings for intelligence information in this Section shall be individually assigned as prescribed by an Original Classification Authority (OCA) or by officials designated by a SOIC and used in conjunction with security classifications and other markings specified by Executive Order 12958 and its implementing directive(s). Unless originator consent is obtained, these markings shall be carried forward to any new format or medium in which the same information is incorporated.
- 9.1.1 To the maximum extent possible, information assigned an authorized control marking shall not be combined with uncaveated information in such a way as to render the uncaveated information subject to the control marking. To fulfill the requirements of paragraph 9.6.1 below, SOICs shall establish procedures in implementing directives to expedite further dissemination of essential intelligence. Whenever possible, caveated intelligence information reports should include the identity and contact instructions of the organization authorized to approve further dissemination on a case-by-case basis.
- 9.2 "DISSEMINATION AND EXTRACTION OF INFORMATION CONTROLLED BY ORIGINATOR" (ORCON)
- 9.2.1 This marking (ORCON or abbreviated OC) may be used only on classified intelligence that clearly identifies or would reasonably permit ready identification of intelligence sources or methods that are particularly susceptible to countermeasures that would nullify or measurably reduce their effective-ness. It is used to enable the originator to maintain continuing knowledge and supervision of distribution of the intelligence beyond its original dissemination. This control marking may not be used when access to the intelligence information will reasonably be protected by use of its classification markings, i.e., CONFIDENTIAL, SECRET or TOP SECRET, or by use of any other control markings specified herein or in other DCIDs. Requests for further dissemination of intelligence bearing this marking shall be reviewed in a timely manner.
- 9.2.2 Information bearing this marking may be disseminated within the headquarters² and specified subordinate elements of recipient organizations, including their contractors within Government facilities. This information may also be incorporated in whole or in part into other briefings or products, provided the briefing or intelligence product is presented or distributed only to original recipients of the information. Dissemination beyond headquarters and specified

subordinate elements or to agencies other than the original recipients requires advance permission from the originator.

9.2.3 Information bearing this marking must not be used in taking investigative or legal action without the advance permission of the originator.

9.2.4 As ORCON is the most restrictive marking herein, agencies that originate intelligence will follow the procedures established in the classified DCID 1/7 Supplement, "Guidelines for Use of ORCON Caveat."

9.3 "CAUTION-PROPRIETARY INFORMATION INVOLVED" (PROPIN). This marking is used, with or without a security classification, to identify information provided by a commercial firm or private source under an express or implied understanding that the information will be protected as a proprietary trade secret or proprietary data believed to have actual or potential value³. This marking may be used on government proprietary information only when the government proprietary information can provide a contractor(s) an unfair advantage, such as US Government budget or financial information. Information bearing this marking shall not be disseminated outside the Federal Government in any form without the express permission of the originator of the intelligence and provider of the proprietary information. This marking precludes dissemination to contractors irrespective of their status to, or within, the US Government without the authorization of the originator of the intelligence and provider of the information. This marking shall be abbreviated "PROPIN" or "PR."

9.4 "NOT RELEASABLE TO FOREIGN NATIONALS" - NOFORN (NF). This marking is used to identify intelligence which an originator has determined falls under the criteria of DCID 5/6, "Intelligence Which May Not Be Disclosed or Released," and may not be provided in any form to foreign governments, international organizations, coalition partners, foreign nationals, or immigrant aliens without originator approval.

9.5 "AUTHORIZED FOR RELEASE TO..(name of country(ies)/international organization)" (REL TO). This control marking is used when a limited exception to the marking requirements in Section 9.4 may be authorized to release the information beyond US recipients. This marking is authorized only when the originator has an intelligence sharing arrangement or relationship with a foreign government approved in accordance with DCI policies and procedures that permits the release of the specific intelligence information to that foreign government, but to no other in any form without originator consent.

9.6 Further Dissemination of Intelligence with Authorized Control Marking(s)

9.6.1 This Directive does not restrict an authorized recipient of intelligence at any level from directly contacting the originator of the intelligence to ask for relief from a specific control marking(s) in order to further disseminate intelligence material to additional users for which the authorized original recipient believes there is a valid need-to-know. Authorized recipients are encouraged to seek such further dissemination through normal liaison channels for release to US Government agencies or contractors and through foreign disclosure channels for foreign release, on a case-by-case basis, in order to expedite further dissemination of essential intelligence.

9.6.2 Authorized recipients may obtain information regarding points of contact at agencies that originate intelligence from their local dissemination authorities or from instructions issued periodically by these intelligence producers. Intelligence products often also carry a point of contact name/office and telephone number responsible for the product. If no other information is available, authorized recipients are encouraged to contact the producing agency of the document to identify the official or office authorized to provide relief from authorized control marking(s).

9.6.3 If there are any questions about whom to contact for guidance, recipients are also encouraged

to contact the Director of Central Intelligence (DCI) representative at the Commander-in-Chief (CINC) Headquarters, overseas mission, trade delegation, or treaty negotiating team under which they operate.

- 9.7 A SOIC may authorize the use of additional security control markings for Sensitive Compartmented Information (SCI), Special Access Program (SAP) information, restricted collateral information, or other classified intelligence information, consistent with policies and procedures contained in DCID 3/29 and this directive. A uniform list of security control markings authorized for dissemination of classified information by components of the Intelligence Community, and the authorized abbreviated forms of such markings, shall be compiled in the central register maintained pursuant to DCID 3/29. The forms of the markings and abbreviations listed in this register shall be the only forms of those markings used for dissemination of classified information by components of the Intelligence Community, unless an exception is specifically authorized by a SOIC.

10.0 Dissemination and Disclosure Under Emergency Conditions

- 10.1 Certain emergency situations⁴ that involve an imminent threat to life or mission warrant dissemination of intelligence to organizations and individuals not routinely included in such dissemination. When the national command authority (NCA) directs that an emergency situation exists, SOICs will ensure that intelligence support provided to the ongoing operations conforms with this Directive, DCID 5/6, and NDP 1 to the maximum extent practical and consistent with the mission.
- 10.1.2 Dissemination of intelligence under this provision is authorized only if: (a) an authority designated by the military commander or civilian official determines that adherence to this DCID reasonably is expected to preclude timely dissemination to protect life or mission; (b) disseminations are for limited duration and narrowly limited to persons or entities that need the information within 72 hours to satisfy an imminent emergency need; and (c) there is insufficient time to obtain approval through normal intelligence disclosure channels.
- 10.1.3 The disclosing authority will report the dissemination through normal disclosure channels within 24 hours of the dissemination, or at the earliest opportunity thereafter as the emergency permits. For purposes of this provision, planning for contingency activities or operations not expected to occur within 72 hours does not constitute "imminent" need that warrants exercise of the emergency waiver to bypass the requirements of this DCID.
- 10.1.4 Military commanders and/or responsible civilian officials will ensure that written guidelines for emergency dissemination contain provisions for safeguarding disseminated intelligence and notifying producers of disclosures of information necessary to meet mission requirements.
- 10.1.5 The NCA, and/or major commands or responsible civilian officials will immediately advise intelligence producers when the emergency situation ends.

11.0 Procedures Governing Use of Authorized Control Markings

- 11.1 Any recipient desiring to disseminate intelligence in a manner contrary to the control markings established by this Directive must obtain the advance permission of the agency that originated the intelligence. Such permission applies only to the specific purpose agreed to by the originator and does not automatically apply to all recipients. Producers of intelligence will ensure that prompt consideration is given to recipients' requests with particular attention to reviewing and editing, if necessary, sanitized or paraphrased versions to derive a text suitable for release subject to lesser or no control marking(s).
- 11.2 The control markings authorized above shall be shown on the title page, front cover, and other applicable pages of documents; incorporated in the text of electrical communications; shown on graphics; and associated (in full or abbreviated form) with data stored or processed in automated information systems. The control markings also shall be indicated by parenthetical use of the marking abbreviations at the beginning or end of the appropriate portions in accordance with E.O. 12958.

12.0 Obsolete Restrictions and Control Markings

- 12.1 The following control markings are obsolete and will not be used in accordance with the following guidelines:
- 12.1.1 **WNINTEL** and **NOCONTRACT**. The control markings, **Warning Notice - Intelligence Sources or Methods Involved (WNINTEL)**, and **NOT RELEASABLE TO CONTRACTORS/CONSULTANTS** (abbreviated **NOCONTRACT** or **NC**) were rendered obsolete effective 12 April 1995. No permission of the originator is required to release, in accordance with this Directive, material marked **WNINTEL**. Holders of documents prior to 12 April 1995 bearing the **NOCONTRACT** marking should apply the policies and procedures contained in Section 6.1 for possible release of such documents.
- 12.1.2 Remarking of material bearing the **WNINTEL**, or **NOCONTRACT**, control marking is not required; however, holders of material bearing these markings may line through or otherwise remove the marking(s) from documents or other material.
- 12.1.3 Other obsolete markings include: **WARNING NOTICE-INTELLIGENCE SOURCES OR METHODS INVOLVED**, **WARNING NOTICE-SENSITIVE SOURCES AND METHODS INVOLVED**, **WARNING NOTICE-INTELLIGENCE SOURCES AND METHODS INVOLVED**, **WARNING NOTICE-SENSITIVE INTELLIGENCE SOURCES AND METHODS INVOLVED**, **CONTROLLED DISSEM, NSC PARTICIPATING AGENCIES ONLY**, **INTEL COMPONENTS ONLY, LIMITED**, **CONTINUED CONTROL**, **NO DISSEM ABROAD**, **BACKGROUND USE ONLY**, **USIB ONLY**, **NFIB ONLY**.
- 12.2 Questions with respect to current applications of all control markings authorized by earlier Directives on the dissemination and control of intelligence and used on documents issued prior to the effective date of this Directive should be referred to the agency or department originating the intelligence so marked.

13.0 Reporting Unauthorized Disclosures

- 13.1 Violations of the foregoing restrictions and control markings that result in unauthorized disclosure by one agency of the intelligence of another shall be reported to the Director of Central Intelligence through appropriate Intelligence Community channels.

14.0 Responsibilities of SOICs

- 14.1 SOICs shall be responsible for the implementation of internal controls and shall conduct training to ensure that the dissemination and release policies contained in this Directive and the limitations on the use of control markings are followed. SOICs shall assure that agency personnel are accountable for the proper marking of classified information under this Directive and Section 5.6 of EO 12958.
- 14.2 SOICs shall establish challenge procedures by which US consumers may register complaints about the misuse of control markings or the lack of use of tear line reporting or portion marking. Information concerning such challenges shall be provided to the Security Policy Board staff upon request or for the annual review.

15.0 Annual Report on the Use of Control Markings

- 15.1 The Security Policy Board staff shall report to the DCI and Deputy Secretary of Defense on Intelligence Community compliance with this Directive, including recommendations for further policies in this area. The report will include an in-depth evaluation of the use of control markings in intelligence reporting/production, including consumer evaluations and producer perspectives on implementation of the Directive. The report shall also include information and statistics on challenges formally lodged pursuant to agency procedures under section 1.9 of Executive Order 12958 within and among intelligence agencies on the use of control markings, including their adjudication and the number of times the authority in Section 10 was used and the documents provided. In order to inform the Security Policy Board staff of substantive detail in these areas for purposes of this review, Intelligence Community elements shall respond to requests for information from the Security Policy Board staff. Intelligence Community elements may build this program into their Self-Inspection programs under E.O. 12958. The Security Policy Board staff shall also obtain pertinent information on this subject from intelligence consumers as required.
- 15.2 The report required by this Section shall be conducted annually, unless otherwise directed by the DCI. The Staff Director, Security Policy Board shall establish the schedule for the report.

16.0 Interpretation

- 16.1 Questions concerning the implementation of this policy and these procedures shall be referred to the Community Management Staff.

Signed by George D. Tenet

30 June 1998

Director of Central Intelligence

Date

Footnotes:

- 1 This Directive supersedes DCID 1/7, dated 12 April 1995
 - 2 Recipients will apprise originating agencies as to which components comprise the headquarters element and identify subordinate elements that may be included as direct recipients of intelligence information.
 - 3 This provision is a requirement of the Trade Secrets Act, as amended (18 USC 1905). The consent of the originator is required to permit release of material marked CAUTION-PROPRIETARY INFORMATION INVOLVED, PROPIN or PR to other than federal government employees.
 - 4 For the purposes of implementing this portion of the DCID, "emergency situation" is defined as one of the following:
 - a. declared Joint Chiefs of Staff (JCS) alert condition of defense emergency, air defense emergency or DEFCON 3;
 - b. hostile action(s) being initiated against the United States or combined US/coalition/friendly forces;
 - c. US persons or facilities being immediately threatened by hostile forces;
 - d. US or combined US/coalition/friendly forces planning for or being deployed to protect or rescue US persons, or US/coalition/friendly forces;
 - e. US civilian operations in response to US or international disasters/catastrophes of sufficient severity to warrant Presidential declared disaster assistance/relief.
-

Note:

DCID 1/7 must be marked CONFIDENTIAL//NOFORN//X1 when attached to the text of the DCID 1/7 Supplement.

UNCLASSIFIED//FOR OFFICIAL USE ONLY

CONTRACTOR TEMPEST QUESTIONNAIRE

1. The following TEMPEST questionnaire must be completed and sent to the contracting authority and the Certified TEMPEST Technical Authority within 30 days after contract has been awarded to CONTRACTORS who will be processing National Security Information at the SECRET - SPECIAL CATEGORY or higher level. This is an information collection questionnaire only. This is not a directive, implied requirement or an encouragement to procure TEMPEST equipment or shielding for use on this contract. DO NOT procure TEMPEST equipment unless specifically directed by the contracting authority.

a. Please answer the following questions promptly and return the information to the contracting authority and to the Certified TEMPEST Technical Authority listed below:

Department of the Navy
Code 723AF
SPAWARSYSCEN
P. O. Box 190022
North Charleston, SC 29419-9022

1. What is the highest classification level of material to be processed/handled by electronic or electromechanical automated information processing equipment?

2. What special categories of classified material (Sensitive Compartmented Information, Nuclear Command and Control, Special Access Program, Single Integrated Operational Plan, etc.) are processed?

3. What is the approximate percentage of processing time for Top Secret and Special Category information compared to the total processing time?

4. Provide the specific location, address and zip code, where the classified processing will be performed.

5. Provide facility information, are there other tenants, other tenant's names, type of business (govt., commercial, foreign commercial, foreign govt., etc.).

6. Provide the name, address, position title and phone number at the facility where classified processing will occur, a point of contact who is knowledgeable of the processing requirement, the types of equipment to be used and the physical layout of the facility.

7. Perishability of Information Processed - Identify if the information being processed is of long term value (e.g. strategic) or short term value (e.g. tactical).

8. Physical Control - Describe the physical/access control over the facility and areas containing the system under review. This includes guards (number, hours of posting, patrols, etc.); badging; control over access to facility; alarms; procedures to monitor/control uncleared or unauthorized personnel including maintenance force, vending personnel, and telephone/power maintainers/installers. Determine the level of authority which exists for the inspection or removal of personnel who could potentially exploit TEMPEST vulnerabilities. Examine the posting of warning signs and the implementation of procedures in effect to exercise control over parking and other areas adjacent to or in close proximity to the facility/system under review.

9. TEMPEST Profile of Equipment - Provide generic or actual TEMPEST profile information for each equipment/system used to process classified information at the facility. Identify existing on-site TEMPEST test results for the facility including zoning tests.

b. Is this company foreign owned or controlled? If so what is the country?

c. Provide contract number and identify sponsoring command.

2. Additional information:

a. Prime contractors cannot pass TEMPEST requirements to subcontractors. Subcontractors must submit a Contractor TEMPEST Questionnaire prior to processing.

b. Interim processing for Top Secret Non Special Category and below is allowed once the contractor's TEMPEST Countermeasure Review is received.

c. TEMPEST Countermeasure Reviews for awarded contracts should be mailed return receipt requested to:

Department of the Navy
Code 723AF
SPAWARSYSCEN
P. O. Box 190022
North Charleston, SC 29419-9022

d. Provide the local TEMPEST Control Officer with copy of countermeasure results.

e. For questions concerning the completion of this form contract Mr. Andy Fisher at (803) 974-6785, DSN 563-2030 extension 6785, at SPAWARSYSCEN.

**OPERATIONS SECURITY
GUIDANCE
FOR
CONTRACTORS**

AUGUST 1993

**PREPARED BY:
OPERATIONS SECURITY OFFICE
SAFETY AND SECURITY DEPARTMENT
NAVAL AIR WEAPONS STATION
CHINA LAKE, CALIFORNIA 93555-6001
and
Point Mugu, California 93042-5000**

**ATTACHMENT 4 TO DD FORM 254
OF 7-11-2001**

OPERATIONS SECURITY GUIDANCE FOR CONTRACTORS

DEFINITION

Operations security, or OPSEC, is the process of denying adversaries information about friendly [our] capabilities and intentions by identifying, controlling, and protecting indicators associated with planning and conducting military operations and other activities. OPSEC applies and should be emphasized at all levels of management down to the lowest shop and office level. Essentially, OPSEC has two objectives:

1. Protecting friendly operations
2. Degrading an adversary's war fighting capabilities through denial or control of information essential for planning and decision making.

BACKGROUND

One of the prime objectives of the U.S. intelligence community is the early acquisition of critical information regarding the research, development, testing, and evaluation (RDT&E) of adversarial military weapon systems and associated hardware. Conversely, there is no doubt that this nation's potential adversaries are also very interested in our own development of military systems.

1. The reason for this mutual interest derives from the basic objectives of military intelligence: to avoid being surprised on the battlefield, while at the same time having the ability to render an adversary helpless through the element of surprise.

2. To avoid being surprised on the battlefield, it is of utmost importance to have prior knowledge of weapons the adversary might use, their capabilities, methods of employment and susceptibility to countermeasures and countertactics. It is imperative that this information be acquired as early as possible, thus making the development and initial testing phases of a weapon system a prime target for intelligence collection.

The purpose of this foreign intelligence effort is to determine general developmental trends of future U.S. weaponry, to obtain hard-core parametric data about specific weapons in order to devise countermeasures, and to acquire advanced technology that could possibly reduce developmental time and money associated with a country's own military hardware programs.

With this emphasis, it is easy to understand why our potential adversaries are most interested in the work and results of the Department of Defense and its contractors.

Experience from the early days of Vietnam and the original OPSEC effort (code-named Purple Dragon) demonstrated that something other than the traditional security programs [information, personnel, physical and industrial security] was required to maintain this element of surprise and to deter foreign intelligence collection efforts. This has developed the OPSEC concept which, unlike conventional security programs, focuses on identifying and protecting the specific information needed by an adversary to undermine the effectiveness of a specific operation or weapon system.

OPSEC is not designed to replace traditional security programs. Traditional security programs are aimed at the protection of classified information, while OPSEC is aimed at the protection of *indicators*, classified or unclassified, that reveal *U.S. capabilities or intentions*.

Evaluations of peacetime and crisis deployments; exercises, reconnaissance, systems acquisition tests, personnel, logistics and security functions; test ranges, laboratories, and other activities, revealed the need to apply OPSEC to RDT&E activities as well as combat operations.

INDICATORS

Unless an adversary has access to planning actions by means of espionage that exploit classified information, he must depend on intelligence derived from detectable activities.

1. Detectable activities include any emission or reflection of energy, any action, or anything that can be easily observed or recorded, and all material available to the public. Detectable activities are defined as activities incident to routine operations that convey information to our adversaries.

2. When detectable activities are observed, photographed or "detected" by human or technical means, they may provide our adversaries with sufficient information to reach conclusions approximating classified information about our intentions and capabilities. This enables our adversaries to make effective planning decisions.

3. Routinely, detectable activities are harmless; however, when the information revealed is essential to the needs of the adversary, it may compromise our end product and negate our efforts. These harmful detectable activities are known as indicators and observables.

a. An indicator is any item of information which reflects an intention or capability. Indicators are obtained from documentation such as supply stubs, personnel records, test schedules, test plans, OPSEC plans, required operational capabilities, program introductions, mission statements, test evaluations, etc.

b. An observable is an activity or anything (such as equipment, technical documents, etc.) that can be observed or photographed by human agents or any of the multidisciplinary technical intelligence collection methods such as the interception and analysis of compromising computer emanations, radio and telephone communications, radar emissions, and other intentional and unintentional electronic emissions, as well as technical imaging techniques such as photography, infrared photography, and radar imagery.

PROCESS

OPSEC is the process used in the RDT&E community to maintain the element of surprise regarding the development of U.S. weapons systems. OPSEC, as applied to weapons systems development, is the identification, control and protection of the specific essential information needed by an adversary to develop countermeasures and countertactics, or that which could be crucial in the transfer of technology. The essential information that must be protected need not be classified and is usually viewed as unimportant when examined in isolation.

OPSEC is a systematic process designed to be an integral part of overall planning.

1. OPSEC planners must first establish an OPSEC team composed of employees from various areas. The reason for the team approach is that OPSEC analysis requires close coordination between management, security specialists, and subject matter experts.

2. The key to the OPSEC concept is the identification of the information that requires protection. This information is called Essential Elements of Friendly Information or EEFI and may be corporate proprietary data, classified information, privacy data, For Official Use Only material, or unclassified, but national security-sensitive, information.

3. When identifying EEFI, the team should include those items of information which when put together, would give either a piece or all of the essential information. This step is necessary because an adversary, like a puzzle enthusiast, does not need all the pieces to accurately guess what the picture is.

4. Next the team must identify the threat to that information by creating a composite profile of their adversary's intelligence collection capabilities.

5. Chronologically identifying all activities involving the *essential* information is the next step. All activity, including supporting activities that might reveal essential information, must be reviewed. It is important to ensure the sequence of events is exactly how the operation really works rather, than how management plans for it to work.

6. Each event in which sensitive information appears is an opportunity for an adversary to exploit, and is considered an OPSEC vulnerability.

7. It is imperative to assume the adversary's point of view during the OPSEC process; in order to know what our adversaries see, we must look at our operations with their eyes. Additionally, from a fiscal point of view, if an adversary cannot exploit a vulnerability because of the limitations in his intelligence collection capabilities, then no countermeasures are required. On the other hand, if the adversary has the capability to exploit a vulnerability, then countermeasures are warranted.

8. Finally, the OPSEC team should prioritize the vulnerabilities from the most to the least serious. Then the team can select countermeasures most effectively, using such factors as cost, ease of implementation, and number of vulnerabilities reduced.

9. Two concepts the OPSEC team should consider when developing countermeasures are:

a. Vulnerabilities can often be minimized but rarely eliminated

b. The objective of the OPSEC program is to make collection sufficiently difficult to persuade the adversary to collect information somewhere else.

SPECIAL CONSIDERATIONS

Normally, contractors activities do not in and of themselves, generate a great deal of sensitive information or EEFI; however, contractor facilities, equipment and employees are used to store, transmit and process classified information, unclassified but national security-sensitive information, and EEFI which was generated outside their facilities.

Contractor activities usually have little intrinsic intelligence value until associated with a specific weapon system or activity. Unclassified, non-proprietary, For Official Use only, and privacy data are not generally national security-related issues; however, this type of information, when merged with information pertaining to specific weapons or weapons systems, may become sensitive or even classified. Therefore, it is incumbent upon all contractors to ascertain the sensitivity of information before introducing the information into their facilities.

Operations and activities can be roughly divided into two categories with respect to OPSEC: work performed inside workspaces and work performed outside workspaces.

1. Inside workspaces OPSEC is covered by traditional security programs. Protecting information whether contained in computers, on written documents, or in communications networks is a matter of complying with information, personnel, and physical security procedures. The essence of OPSEC inside work spaces is identifying the information you need to protect, establishing minimum procedures for protecting that information, and communicating this to employees.

The sensitivity of information received by (as opposed to generated by) the facility from external sources must be determined and appropriately communicated to employees at the time this information is received at the facility.

2. Whenever work is performed outside workspaces, or whenever EEFI is released from your workspaces (to other workspaces in or out of your facility) for whatever reason, an OPSEC determination is necessary: will the activities unnecessarily expose sensitive information, and what can be done to counter this exposure? This analysis must then be documented in the form of an OPSEC plan. The OPSEC plan must address five issues:

- a. The activity that involves the sensitive information
- b. The sensitive information that might be exposed
- c. The threat to that information
- d. Where the information is vulnerable or what is it about the activity that exposes this information
- e. What countermeasures can be applied to reduce or eliminate these vulnerabilities.

"FOR OFFICIAL USE ONLY" INFORMATION

The "For Official Use Only" (FOUO) marking is assigned to information at the time of its creation in a DoD User Agency. It is not authorized as a substitute for a security classification marking but is used on official government information that may be withheld from the public under exemptions 2 through 9 of the Freedom of Information Act.

Other non-security markings, such as "Limited Official Use" and "Official Use Only" are used by non-DoD User Agencies for the same type of information and should be safeguarded and handled in accordance with instruction received from such agencies.

Use of the above markings does not mean that the information cannot be released to the public, only that it must be reviewed by the Government prior to its release to determine whether a significant and legitimate government purpose is served by withholding the information or portions to it.

Identification Markings. An unclassified document containing FOUO information will be marked "For Official Use Only" at the bottom of the front cover (if any), on the first page, on each page containing FOUO information, on the back page, and on the outside of the back cover (if any). No portion markings will be shown. Within a classified document, an individual page contains both FOUO and classified information will be marked at the top and bottom with the highest security classification of information appearing on the page. If an individual portion contains FOUO information but no classified information, the portion will be marked, "FOUO."

Removal of the "For Official Use Only" marking can only be accomplished by the originator or other competent authority. When the "For Official Use Only" status is terminated, all known holders will be notified to the extent practical.

- **Dissemination.** Contractors may disseminate "For Official Use Only" information to their employees and subcontractors who have a need for the information in connection with a classified contract.

Storage. During working hours, "For Official Use Only" information shall be placed in an out-of-sight location if the work area is accessible to persons who do not have a need for the information. During nonworking hours, the information shall be stored to preclude unauthorized access. Filing such material with other unclassified records in unlocked files or desks, is adequate when internal building security is provided during nonworking hours. When such internal security control is not exercised, locked buildings or rooms will provide adequate after-hours protection or the material can be stored in locked receptacles such as file cabinets, desks, or bookcases.

Transmission. "For Official Use Only" information may be sent via first-class mail or parcel post. Bulky shipments may be sent by fourth-class mail.

Disposition. When no longer needed, FOUO information may be disposed of by tearing each copy into pieces to preclude reconstructing, and placing it in a regular trash container or as directed by the User Agency.

Unauthorized Disclosure. Unauthorized disclosure of "For Official Use Only" information does not constitute a security violation but the releasing agency should be informed of any unauthorized disclosure. The unauthorized disclosure of FOUO information protected by the Privacy Act may result in criminal sanctions.

**DEPARTMENT OF DEFENSE
CONTRACT SECURITY CLASSIFICATION SPECIFICATION**

*(The requirements of the DoD Industrial Security Manual apply
to all security aspects of this effort)*

Ref # CL00-037

Stub # N605300290CYBC

1. CLEARANCE AND SAFEGUARDING

a. FACILITY CLEARANCE REQUIRED

TOP SECRET

b. LEVEL OF SAFEGUARDING REQUIRED

SECRET

2. THIS SPECIFICATION IS FOR: (X and complete as applicable)

<input checked="" type="checkbox"/>	a. PRIME CONTRACT NUMBER	N68936-01-D-0037	08/07/31
<input type="checkbox"/>	b. SUBCONTRACT NUMBER		
<input type="checkbox"/>	c. SOLICITATION OR OTHER NUMBER	Due Date (YYMMDD)	
	N68936-01-R-0017		

3. THIS SPECIFICATION IS: (X and complete as applicable)

<input checked="" type="checkbox"/>	a. ORIGINAL (Complete date in all cases.)	Date (YYMMDD)
		01/07/11
<input checked="" type="checkbox"/>	b. REVISED (Supersedes all previous specs.)	Revision No. 1
		Date (YYMMDD)
		01/08/23
<input type="checkbox"/>	c. FINAL (Complete item 5 in all cases.)	Date (YYMMDD)

4. IS THIS A FOLLOW-ON CONTRACT?

☐

YES

☒

NO

If yes, complete the following:

Classified material received or generated under

(Preceding Contract Number) is transferred to this follow-on contract.

5. IS THIS A FINAL DD FORM 254?

☐

YES

☒

NO

If yes, complete the following:

In response to contractor's request dated

, retention of the identified classified material is authorized for the period of

6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)

a. NAME, ADDRESS, AND ZIP CODE

THE SURVICE ENGINEERING COMPANY
1003 OLD PHILADELPHIA ROAD
SUITE 103
ABERDEEN, MD 21001

b. CAGE CODE

7T988

c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)

DEFENSE SECURITY SERVICE
CAPITAL REGION
938 ELKRIDGE LANDING ROAD
LINTHICUM, MD 21090

7. SUBCONTRACTOR

a. NAME, ADDRESS, AND ZIP CODE

b. CAGE CODE

c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)

8. ACTUAL PERFORMANCE

a. LOCATION

SURVICE ENGINEERING COMPANY
301 NORTH HERITAGE DRIVE
SUITE 204
RIDGECREST, CA 93555

b. CAGE CODE

1SSD7

c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)

DEFENSE SECURITY SERVICE
41307 12TH STREET WEST, SUITE 5
PALMDALE, CA 93551

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

PROVIDE AIR WEAPONS SYSTEMS SURVIVABILITY AND SYSTEMS LEVEL ANALYSIS SERVICES. ELEMENTS OF CONTRACT SUPPORT INCLUDE: (1) AIR WEAPON SURVIVABILITY AND LETHALITY ANALYSES; (2) SURVIVABILITY SIMULATION; SYSTEMS ANALYSES; SURVIVABILITY SYSTEMS ENGINEERING ANALYSIS; DEVELOPMENT AND SUPPORT; AND (3) THE DOCUMENTATION INHERENT IN THE ENGINEERING OR ANALYSIS PROCESS.

10. THIS CONTRACT WILL REQUIRE ACCESS TO:

	YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. RESTRICTED DATA	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. FORMERLY RESTRICTED DATA	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. INTELLIGENCE INFORMATION:		
(1) Sensitive Compartmented Information (SCI)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) Non-SCI	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. SPECIAL ACCESS INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. NATO INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. FOREIGN GOVERNMENT INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. LIMITED DISSEMINATION INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j. FOR OFFICIAL USE ONLY INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>
k. OTHER (Specify)	<input type="checkbox"/>	<input type="checkbox"/>

11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:

	YES	NO
a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. RECEIVE CLASSIFIED DOCUMENTS ONLY	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. PERFORM SERVICES ONLY	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S. PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. REQUIRE A COMSEC ACCOUNT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. HAVE TEMPEST REQUIREMENTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>
k. BE AUTHORIZED TO USE DEFENSE COURIER SERVICE	<input type="checkbox"/>	<input checked="" type="checkbox"/>
l. OTHER (Specify)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMSEC ACCOUNT IS FOR STU-111's ONLY.		



Direct



Through (specify):

COMMANDER, NAVAL AIR WARFARE CENTER, WEAPONS DIV (741100D), CHINA LAKE, CA 93555

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs) * for review.
*In the case of non-DOD User Agencies, request for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in the guidance, the contractor is authorized encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under the this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate

FOREIGN AND FOREIGN OWNED, CONTROLLED OR INFLUENCED (FOCI) CONTRACTORS CANNOT BE PERMITTED ACCESS TO THE INFORMATION REQUIRED FOR PRIME CONTRACTOR FULL PERFORMANCE IN THIS CONTRACT. FOREIGN CONTRACTORS INTERESTED IN PARTICIPATING IN THIS CONTRACT IN A SUBCONTRACT CAPABILITY WILL HAVE TO JOIN WITH A U.S. PRIME CONTRACTOR WHO IS SUBJECT TO THE U.S. DEPARTMENT OF STATE EXPORT LICENSING REQUIREMENTS.

CLASSIFIED WORK CANNOT BE PERFORMED UNTIL A FACILITY CLEARANCE HAS BEEN OBTAINED AT THE CLASSIFICATION LEVEL REQUIRED IN BLOCKS "1A" AND "1B".

ACCESS TO INFORMATION UNDER THIS CONTRACT WILL BE KEPT TO A MINIMUM TO MEET OPERATIONAL REQUIREMENTS.

ACCESS TO AND SAFEGUARDING OF COMSEC INFORMATION/MATERIAL WILL BE IN ACCORDANCE WITH DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPO) AND DOD 5220.22-S, NISPO, COMSEC SUPPLEMENT OF LATEST ISSUE AND ALL SUBSEQUENT CHANGES..

THE INSTALLATION OF COMSEC EQUIPMENT UNDER THE CONFIGURATION CONTROL OF NSA WILL BE IN ACCORDANCE WITH OPNAVINST 2221.3C, 5510.93, NTISSI 4000, AND NACSI 4009.

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements in addition to ISM requirements, are established for this contract. (If Yes, identify pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of tech requirements to the cognizant security office. Use item 13 if additional space is needed).



Yes



No

ADDITIONAL SECURITY REQUIREMENTS HAVE BEEN ADDED TO ITEM 13.

15. Inspections. Elements of the contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use item 13 if additional space is needed).



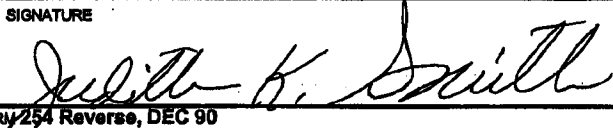
Yes



No

SPECIFIC ELEMENTS HAVE BEEN ADDED TO ITEM 13.

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL JUDITH K. SMITH	b. TITLE CONTRACTING OFFICER FOR SECURITY MATTERS	c. TELEPHONE (Include Area Code) (805) 989-7859
d. ADDRESS (Include Zip Code) COMMANDER CODE 741100D NAVAIRWARCENWPNDIV 1 ADMINISTRATION CIRCLE CHINA LAKE, CA 93555-6001		17. REQUIRED DISTRIBUTION a. CONTRACTOR <input checked="" type="checkbox"/> b. SUBCONTRACTOR <input type="checkbox"/> c. COGNIZANT SECURITY OFFICER FOR PRIME & SUBCONTRACTOR <input checked="" type="checkbox"/> d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY <input type="checkbox"/> e. ADMINISTRATIVE CONTRACTING OFFICER <input checked="" type="checkbox"/> f. OTHERS AS NECESSARY <input checked="" type="checkbox"/> 741100E, 210000D, 418100D, 7G0000D
e. SIGNATURE 		

USE OF STU-III FOR TRANSMISSION OF CLASSIFIED AND/OR SENSITIVE UNCLASSIFIED U.S. GOVERNMENT INFORMATION IS REQUIRED. A COMSEC ACCOUNT WILL BE REQUIRED. GOVERNMENT WILL FURNISH EQUIPMENT FOR THE DURATION OF THIS CONTRACT.

ACCESS TO TOP SECRET INFORMATION IS REQUIRED IN THE PERFORMANCE OF THIS CONTRACT AND SHALL BE IN ACCORDANCE WITH DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM), CHAPTER 5. USER AGENCY APPROVAL IS REQUIRED PRIOR TO SUBCONTRACTING.

STORAGE OF TOP SECRET CLASSIFIED MATERIAL AT THE CONTRACTOR'S FACILITY IS NOT AUTHORIZED.

THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF GOVERNMENT SENSITIVE DATA (AS DEFINED BY PUBLIC LAW 100-235) DURING THE PERIOD OF THIS AGREEMENT. SUCH PROTECTION WILL BE EQUIVALENT TO THE PROTECTION THE CONTRACTOR AFFORDS ITS OWN PROPRIETARY DATA AND TRADE SECRETS; BUT IN ANY EVENT, GOVERNMENT SENSITIVE DATA WILL NOT BE DISCUSSED, PROCESSED, OR TRANSMITTED OVER UNSECURE TELEPHONE, FACSIMILE, COMPUTER OR COMMUNICATIONS CIRCUITS.

ACCESS TO DOCUMENTS CONTAINING INTELLIGENCE INFORMATION IS REQUIRED IN THE PERFORMANCE OF THIS CONTRACT. ATTACHMENT #1, "SECURITY GUIDELINES FOR THE HANDLING OF INTELLIGENCE INFORMATION FOR CONTRACTORS" AND ATTACHMENT #2, DCID 1/7, "SECURITY CONTROLS ON THE DISSEMINATION OF INTELLIGENCE INFORMATION" PROVIDE GUIDANCE ON CONTROL OF INTELLIGENCE INFORMATION. USER AGENCY APPROVAL IS REQUIRED PRIOR TO SUBCONTRACTING.

THE FOLLOWING SECURITY CLASSIFICATION GUIDE(S) APPLIES AND WILL BE PROVIDED BY THE USER AGENCY AS REQUIRED:
OPNAVINST C5513.2B (63) "COMBAT SURVIVABILITY PROGRAM" AND OPNAVINST S5513.3B(28) "FUZES".

WHERE THE SECURITY CLASSIFICATION GUIDE (S) SPECIFIES A SPECIFIC DATE OR EVENT FOR DECLASSIFICATION, THE NEW DERIVATIVE CLASSIFICATION MARKINGS UNDER EXECUTIVE ORDER 12958 WILL APPLY.

DISTRIBUTION STATEMENTS MUST BE ON ALL CLASSIFIED AND UNCLASSIFIED TECHNICAL DOCUMENTS. REFER TO THE CONTRACT DATA REQUIREMENTS LIST (CDRL) BLOCK 9, FOR THE REQUIRED DISTRIBUTION STATEMENT FOR YOUR DATA, OR YOUR NAVAL AIR WARFARE CENTER WEAPONS DIVISION, CHINA LAKE, CA OR NAVAL AIR WEAPONS STATION CHINA LAKE, CA POINT OF CONTACT.

CLASSIFIED MATERIAL GENERATED UNDER THIS CONTRACT WILL BE MARKED WITH THE MOST RESTRICTIVE DOWNGRADING/DECLASSIFICATION INSTRUCTION APPLICABLE PROVIDED BY THE ATTACHED SECURITY CLASSIFICATION GUIDE (S) AND PER THE NEW DERIVATIVE CLASSIFICATION MARKINGS UNDER EXECUTIVE ORDER 12958.

DOCUMENTATION GENERATED AS A RESULT OF THIS CONTRACT WILL BE CLASSIFIED IN ACCORDANCE WITH SOURCE MATERIAL PROVIDED BY THE USER AND WILL CARRY THE MOST RESTRICTIVE DOWNGRADING/DECLASSIFICATION INSTRUCTIONS, WARNING NOTICES AND CONTROL MARKINGS APPLICABLE. A LISTING OF SOURCE MATERIAL WILL BE INCLUDED AS A PART OF THE DOCUMENT PREPARED BY THE CONTRACTOR.

PRIOR TO THE AUTHORIZATION OF DTIC SERVICES, CONTRACTORS MUST SUBMIT DD FORMS IN ACCORDANCE WITH REQUIREMENTS LISTED IN THE DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM), CHAPTER 11, SECTION 2.

AIS PROCESSING WILL BE CONDUCTED IN ACCORDANCE WITH THE NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM), DEPARTMENT OF THE NAVY AUTOMATIC DATA PROCESSING SECURITY PROGRAM (OPNAVINST 5239.1A) AND APPROPRIATE LOCAL AIS INSTRUCTIONS.

TEMPEST SECURITY REQUIREMENTS ARE IMPOSED IF THIS CONTRACT REQUIRES THE CONTRACTOR TO ELECTRICALLY, ELECTRONICALLY, OR ELECTROMECHANICALLY PROCESS CLASSIFIED DATA AT THE SECRET - SPECIAL CATEGORY OR HIGHER LEVEL. UPON AWARD OF CONTRACT, THE ATTACHED CONTRACTOR TEMPEST QUESTIONNAIRE, ATTACHMENT #3 MUST BE COMPLETED BY THE CONTRACTOR AS PART OF THEIR CONTRACTUAL REQUIREMENTS. PUBLIC RELEASE IS NOT AUTHORIZED FOR TEMPEST SECURITY INFORMATION OR REQUIREMENTS. USER AGENCY APPROVAL IS REQUIRED PRIOR TO SUBCONTRACTING.

THE CONTRACTOR IS REQUIRED TO PROVIDE OPERATION SECURITY (OPSEC) PROTECTION FOR ALL CLASSIFIED INFORMATION (AS DEFINED BY FAR 4.401) AND SENSITIVE INFORMATION. IN ORDER TO MEET THIS REQUIREMENT, THE CONTRACTOR SHALL DEVELOP, IMPLEMENT AND MAINTAIN A FACILITY LEVEL OPSEC PROGRAM IN ACCORDANCE WITH ATTACHMENT #4, "OPERATIONS SECURITY GUIDANCE FOR CONTRACTORS" DATED AUGUST 1993, AND GUIDANCE PROVIDED. THE DEFENSE SECURITY SERVICE (DSS) WILL PERFORM OPSEC INSPECTIONS AS REQUIRED. PRIOR APPROVAL OF THE CONTRACTING ACTIVITY IS REQUIRED BEFORE IMPOSING OPSEC REQUIREMENTS ON A SUBCONTRACTOR.

THE "FOR OFFICIAL USE ONLY" INFORMATION PROVIDED UNDER THIS CONTRACT SHALL BE SAFEGUARDED IN ACCORDANCE WITH ATTACHMENT #5.

SECURITY REQUIREMENTS AND SECURITY AGREEMENTS FOR SHARED ACCESS OF SECURITY FUNCTIONS BETWEEN THE GOVERNMENT AND THIS CONTRACTOR HAVE BEEN ADDED TO THIS CONTRACT. SHARED ACCESS WILL BE APPROVED FOR INDIVIDUAL DELIVERY ORDERS.